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The Labour Gazette

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DOCUMENTS

The appalling misconceptions of the labour movement inculcated in Canadians through their schooling are perpetuated through the distorted coverage of labour by the news media. See: Ten Labour Myths: What Realities are Hidden by Our Ignorance, by Ed Finn, p. 328.

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Labour Canada Travail Canada

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News briefs

■ **One third of all Canadians were involved full time in education in 1968-69.** There were more than 6.3 million students, 300,000 teachers and 200,000 non-teaching personnel. Added to this was a growing army of part-time students and a large number of part-time teachers, comprising an education system which cost almost a fifth of all taxes collected at all levels of government—or 8 per cent of the Gross National Product. Almost 98 per cent of all Canadians aged 13-14 were enrolled in full-time programs other than trade schools and apprenticeships. But enrolment dropped to 47 per cent of 18-year-olds, 30 per cent of 19-year-olds, 20 per cent of 20-year-olds, and 15 per cent of 21-year-olds, leaving most of those not enrolled as probable candidates for employment. Some 89 per cent of full-time university students were Canadian Citizens.

■ **"Notes on Labour Statistics" is a new annual publication of Statistics Canada designed to report on analytical studies and development projects** in the Labour Division of Statistics Canada. The publication is available from Information Canada for 75 cents. Here are some of the topics discussed in the first issue: recent developments in labour statistics; youth in the labour force; the student labour force in the summer; the educational attainment of the Canadian labour force; developing statistics on industrial injuries; female earnings in manufacturing compared with male earnings; the job vacancy survey; seasonal patterns of persons working less than a full week; and job search patterns. Modern data production involves substantial research and, in the view of the Labour Division, some of the research and development work is of interest to a wider audience. The purpose of **Notes on Labour Statistics,** therefore, is to make this knowledge available.

■ **Gordon McCaffrey, Ottawa; Mrs. H. B. Mitton, Moncton, New Brunswick, and Charles Guagliano of Hamilton, Ontario, have been appointed to the Canada Pension Plan Advisory Committee,** Health and Welfare Minister John Munro has announced. Members of the committee reappointed were Miss Valerie Kasurak of Windsor, Ontario and W. Arthur Johnston of Winnipeg, Manitoba. Mrs. Mitton is a registered nurse, active in charitable and women's work in the Maritimes. Mr. McCaffrey is a lecturer in industrial relations at C ton University, Ottawa. He is also Assistant Direct the Legislation and Government Employees De ments of the Canadian Labour Congress. Mr. G liano is Business Manager and Financial Secreta Local 18, United Brotherhood of Carpenters and ers of America. Miss Kasurak and Mr. Johnston been members of the CPP Advisory Committee si was formed in 1967. The committee's 16 members resent employees, employers, self-employed and public.

■ **George A. Brown has been appointed Assistan rector of the Ontario Human Rights Commissio** joined the Commission in 1968, after completi study on community tensions and conflict ar youths of different ethnic and racial backgrounds i ronto, and was appointed Administrator of the Age crimination Act Section in January, 1969. Brown been Administrator of the Toronto Regional Offi the Commission since September, 1970. Before jo the Commission, he was research assistant with th fice of the Prime Minister of Jamaica, Central Plan Unit, and with the Development Finance Corpora Between 1963 and 1966, he was assistant administ of the University College Hospital of the West Ind Kingston, Jamaica. A graduate of the Universi British Columbia in Political Science and Economi holds an M.A. in Public Administration from Car University, an M.A. in Economics, and a Master o cial Work degree in Community Organization and velopment from the University of Toronto.

■ **Changes to the Adult Occupational Training will remove the three-year attachment to the l force clause,** previously required to qualify for tra allowances. Amendments to the Act were tabled i House of Commons recently by Manpower and I gration Minister Bryce Mackasey. Under the ame Act, persons eligible for training will also be eligib training allowances. At present, individuals quali training if they are a year past the provincial sc leaving age and a year out of school, but allowance available only for trainees who have been in the l force for three years or have one or more depend Provision is also being made to set an allowance lower than the present minimum of $47 per wee trainees without family responsibilities.

Other changes in the Act will make it possible fo Department of Manpower and Immigration to pr training for adults who have been a year out of s at any time after the school-leaving age; to ente training-in-industry contracts with groups of smal ployers, unable individually to set up their own tra programs; and to enter into training-on-the-job

s with employers. The new scheme will simplify nent also to provinces for the costs of training un- the Canada Manpower Training Program by offer- hem the option of a negotiated fixed price in place nterim payments. "It is the Government's inten- " Mackasey said, "to make it the most flexible and tive occupational training program in the world."

The Labour Agreements Data Bank at the Indus- Relations Centre, McGill University, now has 1,000 ective agreements from various industries across ada stored in its computerized memory bank. Con- s are analysed by a coding system that analyses 70 s of clauses covering working conditions, fringe efits, and wages. The Data Bank includes more than 0 current contracts covering approximately 800,000 loyees, a significant portion of the Canadian labour e.

every contract clause, the computer, on request, will t the name of the company, location by province, n, type of employee in the bargaining unit, and the s of clauses in that agreement or any of the 140 s it contains for every agreement. Data, available in lish and French, can be selected specifically for a ber of variables so that any clause can be listed for one province by industry, or by union, or for du- e goods industries.

of the most useful features of the service is that it es possible cross data comparisons. It is possible, for nple, to list those industries which give 10 statutory days as well as four weeks vacation after 15 years of ice. This kind of analysis can put a given benefit perspective, because a contract may be liberal in e areas but less generous with other benefits. The strial Relations Centre provides the service on a fee contract basis.

The right to strike has outlived its usefulness, and management and labour should agree to a voluntary rbitration for at least a year before a strike is per- ed, believes a large majority of Canadians. In a poll ducted by the Canadian Institute of Public Opinion, t 78 per cent or eight in ten, thought that arbi- on would be a good solution to current labour un- whereas only about one in ten opposed it. The ap- al was at its top level in the homes of management, 81 per cent, but it found a high level also, 74 per among those in skilled and unskilled labour.

The Canadian Federation of Government Employee anizations is planning to restructure itself along the s of a national union. In this, the Federation is work- closely with CUPE and the PSAC. In the February issue, the Labour Gazette reported erroneously that the Civil Service Association of Alberta and the Manitoba Government Employees Association had voted to quit the Federation and join the Canadian Labour Congress. These votes were simply resolutions and the role of the Federation in the future is still being discussed. A report on the restructuring of the Federation was presented to the Federation's Executive Council in June.

■ **Job openings for engineers, scientists, and executives increased 20 per cent during the first three months of 1972, compared with the same period last year,** according to the Technical Service Council, a non-profit placement and consulting firm. The TSC's quarterly survey of 1,400 companies from coast to coast revealed 1,018 job openings, compared with 845 in March 1971. All regions of the country shared in the increase, with the most spectacular improvement coming in the Prairies (38 per cent), British Columbia and the Yukon (30 per cent), and Québec (26 per cent). The survey reflects openings in industry, but not governments and institutions.

Sales engineers, particularly those in the under-$13,000 range, are in increasingly short supply. Accountants were the next most active group, followed by plant engineers, municipal engineers, industrial engineers and EDP programmers. Opportunities were limited for many kinds of junior engineers, particularly electrical, civil, metallurgical and chemical; physical metallurgists, architects, civil and electrical draftsmen, civil and chemical technologists, research chemists, soils engineers and geologists. Industrial openings for 1972 graduates in Arts and General Science are limited. New engineering graduates are experiencing some difficulty too, but a decrease in university enrolments in this field could result in a shortage of people in four years. The long-term prospects for Arts and General Science graduates seem more restricted.

■ **A provincial labour agreement, the first of its kind, has been ratified for 4,800 bricklayers and allied tradesmen in Ontario,** by a steering committee representing 23 union locals. The agreement calls for a 70-cent-an-hour wage increase in one year, the creation of four economic zones for bricklayers, and wage parity within each zone over a 12-year period. The provincial pact is between the Ontario Federation of Construction Associations and the Building Trades Federation of Ontario who adopted the idea of province-wide agreements a little more than a year ago.

Under the plan, the highest rate in each economic zone would become the parity goal for all other locals. The gap between their rates and the highest rate in the zone would be reduced by 1-12th each year until parity is

reached. The only locals excluded from the 70-cent general wage increase are those in Hamilton, Sarnia, and Windsor where existing collective agreements have another year to run. The employer group was represented by the Ontario Masonry Contractor Association, The Marble, Tile, and Terrazo Guild of Ontario, and negotiators for OFCA's masonry bargaining committee.

■ **Man days lost from 141 industrial work stoppages during the first quarter of 1972 totalled 735,170,** the Canada Department of Labour has reported. The 141 stoppages involved 256,382 workers, representing 17 man days lost through strike activity for every 10,000 worked. During the same period in 1971, 124 work stoppages involved 84,163 workers, and represented 14 man days lost for every 10,000 worked.

In March of this year, there were 84 work stoppages involving 230,702 workers for a total loss of 351,870 man-days, compared with 77 stoppages in February, in which 27,071 workers lost 245,930 man days. There were 76 stoppages in March 1971, involving 46,182 workers in a loss of 212,390 man days. Man days lost in March represented 23 man days per 10,000 worked, compared with 17 the previous month and 14 in March 1971.

An analysis by industry of all work stoppages in March shows two in forestry; three in mining; 45 in manufacturing; nine in construction; eight in transportation and utilities; six in trade; one in finance; five in services and five in public administration. The breakdown of work stoppages by jurisdiction was: Newfoundland, seven; Nova Scotia, four; New Brunswick, three; Québec, 22; Ontario, 29; Manitoba, one; Saskatchewan, three; Alberta, one; British Columbia, 11. There were three work stoppages in the federal jurisdiction.

■ **The job barometer is rising for students seeking work this summer,** with the federal Government spending about $85 million to create 75,000 jobs. The scope of the Opportunities for Youth program has widened by at least $10 million and these grants are expected to produce 29,000 student jobs compared with 27,832 last summer. There are, however, an expected 1.3 million students from university, community college and high school flooding the job market in search of temporary employment, and many will not find work. Those unemployed students who worked at least eight weeks last summer will be eligible now to draw unemployment pay under the new Unemployment Insurance Act that went into effect on June 27. Before the Act was changed, a claimant had to have worked 30 weeks in the two preceding years, eight of which had to be in the current year. Students who have not worked before and have not paid premiums will not be eligible.

Albert Tévoédjré

■ **Albert Tévoédjré, an Assistant Director-Gener the International Labour Organization, visited Ot on April 24, his first official visit on behalf of the** Dr. Tévoédjré was born in Porto-Novo, Dahomey received an M.A. in history and geography from University of Toulouse, a doctorate in Social and nomic Science from the University of Friborg, and a ploma from the Graduate Institute of Internati Studies, University of Geneva. He had just complet post-graduate course on management problems a Massachusetts Institute of Technology.

During a seminar conducted at the Canada Departm of Labour in both French and English, Dr. Tévoé said that the ILO is searching for a uniquely Afr way of development, something that trade unionis Africa had yet to find. "Africa is a big continent, said. "It has 42 states and is very diverse. Basicall need three things—freedom, development and c pline." Africans, he said, are searching for political, nomic and sociological freedom and there is a nee development because of the amount of poverty.

With young people, in particular, the problem for can governments can be one of mobilizing youth v out going to the extreme of forced labour. The ILC established a useful standard for youth employ programs in the form of Recommendation No. adopted in 1970, which sets guidelines for Sp Youth Employment and Training Schemes for D opment Purposes.

Sixty trade unionists from across Canada met in ntreal at the end of April to attend courses at the La- r College of Canada and to celebrate the College's anniversary term. The College, founded in Mon- l in 1963 under a charter issued by the Canadian our Congress and the Universities of Montreal and Gill, is an institution of higher education for trade n members. Since its foundation it has graduated a l of 773 English and French-speaking union mem- , 131 of them from developing countries.

Morris, Chairman of the College's Board of Gover- s and Executive Vice-President of the Canadian La- r Congress, said the institution's primary objective is "produce knowledgeable and responsible trade nists, aware of the problems and opportunities fac- the union movement in Canada and around the ld."

students receive financial assistance by means of larships and bursaries granted by the CLC, CLC- rtered provincial federations of labour and affiliated ons, the Departments of Labour of Canada, Nova tia, New Brunswick and Alberta, and two corpora- s: Labatt's and Carling's Breweries. The term will eight weeks. It includes courses in economics, his- , sociology, political science and labour studies.

is said each year with a great deal of truth that the our College gives the union movement a new trans- ion of leadership candidates," Mr. Morris told the dents. "Many of your predecessors have gone on to e their places as full-time union or co-op employees, l as members of parliament and provincial slatures."

ere is a basic difference, he said, between trade ons and business: Trade unions are primarily con- ned with people; they have been instrumental in nging about much of the social legislation in effect in nada today. Business, on the other hand, is dedicated getting the most out of its investments, whether they raw materials or manpower. This situation is not essarily bad, but it requires the balance of unions to ure some measure of equality for all, he noted. "It is balance that the corporations find uncomfortable." urged the students to keep their concern for human ues alive in the future. "Without it we would be just many numbers in a computer for programmers to y with," he said.

■ **There is a striking gap between organized child-care facilities and the potential need for them,** a recent national study on day care shows. Released by the Canadian Council on Social Development, the study points out the need for emergency day care for children when normal arrangements are temporarily disrupted. The study sees day care as benefiting all children, not just those of working mothers, and this would entail a range of services with appropriate staff for different age groups and situations: full-day and half-day programs; family day care and group preschool programs; programs for children with special needs, for infants, for preschool and school-age children.

Modern views of day care, supported by research, the study says, stress day care's contribution to the education and development of all children. "Acceptance of day care as a normal community service for the normal child in the normal family remains impeded however, by the persistence of early attitudes associating day care with 'welfare' and abnormal social situations." Day care should be available to all who need or want it. Primary and ultimate responsibility for achieving that objective should rest with each province in its own jurisdiction, although federal financial help as well as users' fees would be needed to develop adequate services. The study recommends that joint boards or interdepartmental committees be set up to assure communication between jurisdictions in planning to provide day-care services. First priority, however, should be given to establishing services for children under age two, for children whose parents are out of the home, and for children who have been diagnosed as requiring special care.

The Council study, begun in 1968, and supported by a grant from the Department of National Health and Welfare, was done by Michael Wheeler, the Council's former director of research and development, and Dr. James Gripton of Carleton University. Preliminary findings were presented to The First National Conference on Day Care sponsored last summer by the Council.

Reuben C. Baetz, executive director of the Council, in releasing the final published report, commented: "It is obvious from the findings of the study and the conference that because of the sporadic and uneven development of day care services in this country, there must be a definitive statement of standards that will apply nationwide, even though the actual development of services is a provincial responsibility. The Council's next move in this field is to work on the development of such standards."

50 years ago

Food, fuel and rent cost about $20 a week, reported the July 1922 issue of The Labour Gazette. The Franklin car was fighting for its life, the 16th biennial convention of the International Ladies' Garment Workers' Union was held at Cleveland, John L. Lewis' miners were causing havoc in the coal industry, Japan opened an Institute of Industrial Psychology, and while U.S. women had just gained their first labour "temple," young women in France were being urged to take domestic training.

■ **The average cost of the weekly family budget of 29 staple foods in some 60 Canadian cities was $10.18** at the beginning of June, compared with $11.16 for June, 1921, $16.92 for June, 1920, and $7.49 for June, 1914. The total food, fuel and rent averaged $20.58 a week for June, compared with $21.74 for June, 1921, $26.81 for June, 1920, and $14.27 for June, 1914.

■ **The Franklin Motor Company, which had a branch at Windsor, Ontario, distributed cash prizes** amounting to $4,000 to 226 of its employees as a recognition of their efforts to improve the Franklin car, and to cut down the cost of production. This was the second contest that had been held, and a third was expected to open immediately.

■ **The first women's labour temple was in the process of being built** at Los Angeles, California. When completed, the cost would be in excess of $14,000. Plans were being formulated for furnishing the building, and hiring a female information officer. It was to be the headquarters for about 5,000 active workers in the labour movement.

■ **The Institute of Industrial Psychology, was es lished at Tokyo, Japan,** to provide equipment and for psychological research work. Employment mana could also receive training in the psycho-physical na of the labourer, the history and essentials of scier management, general and experimental psychol methods of making mental tests, vocational psycho and practical efficiency methods. Members of the were to go to factories on request. The institute plar also to establish a comprehensive library on indus psychology that would be available to anyone for stu

■ **Apart from the suffragette, women's lib was unh of in the Twenties,** when the government of Franc structed the Director of Technical Education to dr pamphlet "emphasizing the capital importance of mestic training for girls of all classes, but more pa ularly for girls of the working classes . . ." The pamp was to explain "the important social need that woul met by domestic training, and to point out the prac advantages to be derived from it by the young wo or mother, and the social consequences of the succe diffusion of rational domestic instruction among working masses." It was stated that the pamphlet w be given a wide circulation; and when public opi had been aroused, "the Government promises to act

■ **U.S. coal miners, who began striking on Apr were still on strike in June.** Representatives of United Mine Workers of America turned down an of arbitration by a tribunal that would have been pointed by the President of the United States. In t

14 rejection, the miners' representatives said that would be willing to take part in arranging for a set-ent on condition that the operators accept their est for an eight-hour day and complete union rec-tion, and that existing rates of pay be taken as a ing point for future deliberation. The operators re-l that they could not accept these conditions. A gen-vote of the anthracite miners in the union was n later on the question of declaring a formal strike, a meeting of the general scale committee was held une 26 to consider the status of the negotiations. referendum vote of the 155,000 idle workers au-ized the committee to make the prevailing suspen-of work an absolute strike. All plans, however, were ndoned for withdrawing the pumpmen from the es, because of a telegram from John L. Lewis, acting ident of the United Mine Workers, who had been in ference with President Harding at Washington.

ne meantime no progress had been made toward a ement in the bituminous fields. The President's in-ention was awaited as the only means of ending the llock in both the anthracite and bituminous areas. cutive action was hastened, moreover, by events in ois where 44 working miners were killed during e riots. The President took charge of the official ef-to end the strike on June 26. Three days later, both minous and anthracite operators, as well as the offi-of the United Mine Workers agreed to meet at hington on July 1 to devise methods for reopening otiations for a settlement. The Administration hopes ach a permanent adjustment of the mining indus-and to remove the causes for its ever-recurring un-The President made an urgent appeal for a com-nise, but the conference failed to reach any basis of ement. The President on July 10 submitted to both ies a government plan to end the deadlock and e the strike. This plan called for the immediate re-ption of work by the miners at the wage rates pre-ng on March 31; also for the fixing of permanent e levels by arbitration, and for a public enquiry into permanent problems of the coal mining industry. parties delayed their reply to these proposals, the n officials stating that they had no authority to re-or accept them, but stating that they would sum-the general policy committee of the United Mine kers of America to Washington on July 15, to con-r the attitude of the union in the new situation. The ers in the anthracite fields were all unionized, and duction of hard coal had practically ceased because ne strike. Stocks at the beginning of July were re-ed to be getting low, and there was a danger of a domestic coal shortage the next winter. The bituminous industry was still partly active, in West Virginia, Kentucky and the South. Owing to the large reserves when the strike began, it was expected that a suspension of industry was not expected before September.

■ **The 16th biennial convention of the International Ladies' Garment Workers' Union was held at Cleveland, Ohio,** on May 1 to 13. One of the resolutions adopted at the convention called upon the government of the Soviet Union to restore immediately the freedom of the press and of association, to liberate all men and women held solely for their opinions and for political activities, and to grant a fair and open trial for political prisoners incarcerated in Moscow. The convention urged upon the American Federation of Labour the need for an educational campaign among the trade unions for labour education and for labour colleges under trade union auspices, as it was felt that leadership for the labour movement had to come from the ranks of labour. Among other resolutions, the convention approved of a 40-hour week for workers in the ladies' garment industry. In reviewing the problems and events of the past year, the executive board had considered the matter of unemployment insurance. Government systems were not favoured and official action for the relief of unemployed was declared to be "out of the question at this time." It would also be impracticable, the report stated, to consider any system on the basis of joint contributions of employer and employed, as this would involve joint administration and would be a source of constant irritation. "Provision against unemployment must be made directly by the International Ladies' Garment Workers Union. It is an important and complicated undertaking, and may involve a radical change in the prevailing system of dues payment by the members. In all likelihood it would be found most practical to do away with the present system of uniform dues, and to substitute for it contributions proportionate to the earnings of the members, something in the nature of an income tax, a system which may seem more burdensome for the members at the first glance, but which may prove of inestimable benefit to them in the long run."

Ten labour myths:

What realities are hidden by our ignorance?

Ed Finn

by Ed Finn

adian unions are resigned to serving as the nation's nomic whipping boys, being blamed for everything n low productivity to inflation. Their bad public im- is largely undeserved. It is the result of widespread lic misconceptions about labour relations and col- ve bargaining. Most Canadians are labour illiter- , so it is not surprising that they have accepted as a large number of myths about unions and their ities.

g Fisher, erstwhile MP and now a broadcaster-col- ist, once described the labour movement as ra incognita" of modern society. The description is pt one. Apart from strikes, inter-union disputes and r conflicts, union events go largely unnoticed and eported.

re exploring the 10 most prevalent labour myths, contrasting them with the realities they conceal, it be useful to examine the three basic reasons for the r public image of labour that has spawned these hs. First, and most fundamental, is the shocking ig- ance of the public concerning unions—their history, r structure, their traditions and methods—an igno- e that is endemic to North America. It is safe to say 99 out of 100 Canadians would be unable to an- r the most elementary questions about the labour vement. They couldn't even give the names of 10 out he 173 unions in Canada. They couldn't give the es of 10 prominent union leaders. They couldn't tell difference between a union shop and a closed shop, ween a labour federation and a labour council, be- en a craft union and an industrial union, between a ciliation board and an arbitration board.

s ignorance can be traced to the inadequacies of our cational system. As students, **Canadians learn prac- lly nothing of value about organized labour in their entary and high schools, and not much more in uni- ity unless they take a course in industrial relations. ir textbooks glorify the tycoons and entrepreneurs— Fords and Edisons—without mentioning Eugene s, or Daniel O'Donaghue, or the Tolpuddle Martyrs, ny of the other pioneers of the labour movement.** few allusions to labour deal with the riots and gen- strikes that punctuated its formative years.

not surprising, then, that the average high school university graduate emerges from our educational em with little genuine knowledge of the labour vement, but with an already deep-seated prejudice inst unions. His mental picture of a union is that of a ley band of industrial anarchists dedicated to strikes other kinds of troublemaking. Their role, as he sees to disrupt the economy, harass the innocent public, bedevil our hard-working, altruistic businessmen as they go about their task of enriching the Canadian people—and, only incidentally, themselves. This is a stereotype that is continually reinforced by press reports of strikes and picket-line violence. The picture of unions purveyed by the news media is that of greedy, irresponsible workers, led by venal, power-mad demagogues.

The press coverage of labour events is the second cause of labour's poor image. Many union officers are convinced that the press is out to "get" them—that all editorials about unions are dictated from Bay and St. James Streets. This conspiratorial view of the press is, of course, nonsense. Editorial writers don't have to be ordered to tear strips off the unions at every opportunity; it comes naturally to them. They too are the products of our biased educational system.

It should also be remembered that newspaper publishers are also big businessmen. They associate with, and identify with, their fellow businessmen. They are also employers whose negotiations with the Newspaper Guild and the printing unions are hardly likely to wring reams of pro-union prose from their typewriters. Their editorial policy toward labour springs from a well-developed sense of self-interest. They would vehemently deny that the fact that they derive 90 per cent of their advertising revenue from business firms has any effect whatever is shaping their attitude toward unions. Admittedly it has little or no conscious effect. If the newspapers were receiving 90 per cent of their advertising revenue from unions, however, it is doubtful that their editorial policy on labour would be quite so fault-finding.

The press is severely restricted by its own, and hence the public's, conception of what constitutes news. What is ordinary, mundane or routine is disregarded. **Only the abnormal, the unusual is considered worthy of publication. So the 96 out of every 100 labour negotiations that are settled without fuss or incident are ignored, or relegated to a few paragraphs on a back page.** But the other four that culminate in strikes, and one or two of those that result in a picket-line brawl or some inconvenience to the public—these are the ones that are featured in the press.

The only time the average Canadian reads about unions is when they're on strike; and he doesn't stop to reflect that these are very much the exception. To him they represent the normal, everyday behaviour of unions; and he will not easily be persuaded otherwise. Thus the appalling misconceptions of the labour movement inculcated in Canadians through their schooling are perpetuated through the distorted coverage of labour by the news media. It is significant that, in an age of journalistic specialists, only the largest newspapers—and

not all of them—assign a reporter exclusively to the labour "beat." Of these reporters, relatively few choose (or are permitted) to cover union affairs long enough to acquire some degree of competence. The radio and television stations give labour an even lower order of priority. Not even the CBC, with its vast resources and public subsidies, employs one newsman, among its thousands of employees, who specializes in labour news.

This downgrading of labour happenings, apart from strikes, extends into the realm of interpretive journalism. Pick up almost any newspaper and you will find regular columns of opinion and commentary on politics, sports, literature, music, religion, TV and radio, movies, finance—and even stamp collecting, bird watching and horticulture. But only half a dozen Canadian newspapers carry regular labour columns—partly because they don't rate labour affairs as highly as stamp collecting, and partly because they don't have anyone on staff with the ability to produce them.

The third and most important reason for labour's unpopularity is the Canadian labour relations system itself, which literally forces unions to go on strike occasionally to obtain what they believe to be necessary and justifiable wage increases.

Organized wage and salary earners are the only group in our society who are obliged to justify, and fight for, increased incomes. The manufacturer who wishes to raise his income merely adds another cent or two to the price of his product. The retailer adds his markup. The doctor and lawyer raise their fees. The landlord raises his rent. The banker raises his interest rates. All these increases are made unilaterally and arbitrarily, without reference to any regulations, laws, or other forms of control.

Unionists, on the other hand, must negotiate their wage increases. If the employers refuse to accede to the union's demands—as they are sometimes known to do—the workers are forced to submit to a lengthy conciliation and mediation procedure before being permitted to use their only bargaining weapon: their right to strike. Indeed, they often have no choice but to strike, other than to bow meekly to the employer's terms.

What kind of public image would doctors project if they were compelled to negotiate higher fees with their patients, and, failing agreement, refused to treat them? Or landlords, if they had to negotiate rental hikes with their tenants, and, failing agreement, locked them out? Or retailers, if they had to negotiate all price increases

with consumer groups, and, failing agreement, refu to sell them milk, bread, or other staple foods? T would soon suffer the same decline in popularity unions incur every time they call a strike.

The comparatively good image that business and fessional people enjoy is attributable to the fact their income levels are almost exclusively within t own power to establish. They are restricted only by loose constraints of public opinion, and by their shrewd estimates of how much the traffic will bear.

In the early days of laissez-faire capitalism, competi tended to hold prices down to some extent, but in t days of "managed prices" and widespread collusion tween firms that are ostensibly in competition with another, the restraining effects of the market no lo prevail. Most companies now set their desired pr well in advance, and then set their prices at levels signed to reach that objective.

ificantly, the only production cost over which the age firm can exert direct control is its payroll. Ad-edly, other costs are manipulated through co-oper-n with other companies, and, in the case of the large porations, through the expedient of buying out the ces of raw materials and components. But ordinar-when a manufacturer requires more machinery or trical power or anything else essential to his busi-, he has no choice but to pay the price demanded by suppliers of these materials. The same procedure s not apply to those who supply him with the skilled our needed to operate his plant. He is free to refuse neet their asking price, to force them through a pro-ged legal ritual, and finally, if he hasn't been bluff-force them to withdraw their services.

ry strike stems initially from a decision by the em-yer. He decides that he has less to lose from a strike n from making an acceptable offer to his employees; it is this decision by the employer which in turn gers the union's decision to strike. This, of course, is elementary, but the average person who is inconvenienced by a strike doesn't see the employer's role at all. All that is visible to him is the union's action in going on strike, so he puts all the blame on the union.

The best public relations campaign that Madison Avenue could devise would never be able to glamourize a strike, or elevate the unions to the company of the Boy Scouts or the Ladies' Temperance League as models of organizational purity. It may be possible, however, to puncture some of the wilder misconceptions about organized labour, and to that end I have elected to examine the 10 most pervasive labour myths.

Myth No. 1: Unions are always making "unreasonable" wage demands. How does one judge if a wage demand is reasonable? More to the point, How would a union go about adopting a wage objective that would be considered reasonable, both by its members and the employer, not to mention the press, the public and the government? Should the chief determining factor be the union members' needs? The ability of the company to absorb the requested increase, or pass it along to its customers in higher prices? The employees' efficiency? Some guideline based on national productivity and living costs?

The fact is that nobody has yet devised a workable formula by which the size of generally approved wage increases can be calculated. If such a formula existed, there would be no need to bargain over wages. But because no such formula exists, collective bargaining has evolved as the best substitute for a scientific determination of wage adjustments.

It should be realized also that Canadian employers—except when they are genuinely in financial straits—still refuse to open their books to labour representatives. Unions are denied access to data on profits, productivity and labour costs—information they must have in order to formulate "reasonable" demands. No reliable source of such data exists in Canada. Unions are thus left with no guideposts other than to go for as much as they think they can get. This objective is then inflated for bargaining purposes; it is pegged at an "unreasonable" level so

that it can be lowered during negotiations in return for reciprocal concessions from management. It is fatuous to condemn unions for the size of their demands when all that really counts is the size of the eventual settlement.

Myth No. 2: The right to strike should be replaced by compulsory arbitration. This is the editorial writers' favourite panacea for all our industrial ills. They trot it out repeatedly, every time a major strike occurs, completely ignoring the fact that it just isn't workable. Compulsory arbitration has never worked satisfactorily in any democratic country that has tried it.

It has been a dismal failure in Australia, where the incidence of annual strikes has been three to five times the Canadian average. It has fizzled in Britain, flopped in the United States, and, closer to home, has backfired disastrously in British Columbia. The B.C. experiment with compulsory arbitration started in 1968 with the appointment of a so-called "Mediation Commission," empowered to deny unions the right to strike, and to impose dictated settlements on them. The number of man-days lost through strikes in that province promptly jumped from 407,000 in 1968 to more than 2,000,000 in 1970.

British Columbia learned the hard way that a ban on strikes is impossible to enforce in a free society. Only in a totalitarian or police state can workers be compelled to work against their will. Compulsory arbitration does not eliminate, or even reduce, strikes; it only makes them illegal, which is not at all the same thing.

One of the most exhaustive studies ever made of compulsory arbitration was conducted in New Jersey in 1953 by a special commission appointed by Governor Robert Meyner. This commission firmly rejected compulsory arbitration as an alternative to the right to strike. "The strike, or the threat of a strike, is an essential part of negotiations," the commission stated. "Without it, there could hardly be an approach to equality in bargaining power. Denial of the right to strike would strip the voluntary element from the labour agreement. An agreement, by its very meaning, is something voluntarily made by the contracting parties. An agreement cannot be imposed by law or directive; if it is, it ceases to be an agreement between the parties, and cannot command their sense of obligation."

In Canada, the Federal Task Force on Labour Relations came to the same conclusion (LG 1969, p. 269). After listing the many flaws of compulsory arbitration, the Task Force stated that "the right to strike cannot sacrificed . . . Some inconvenience and hardship (ca by strikes) is a small price to pay for the maintenanc the present collective bargaining system and the b human rights on which it is founded."

Canada's compulsory arbitration fanatics, however main unconcerned with the practical or ethical asp of their approach. Like the ancient alchemists who lieved lead could be transmuted into gold, they gedly peddle their discredited nostrum for labour pe

Myth No. 3: Labour-management conflict can should be replaced by labour-management co-operat This is quite acceptable as a Utopian ideal. But in listic, present-day terms it ignores the essentially c bative nature of labour-management relations in a vate enterprise economy. No doubt the jungle woul a more peaceful place if the animals would stop hun and killing one another. The suggestion that the and the lamb learn to lie down together isn't very h ful, however, especially not for the lamb.

The world of industry and employment is also a jun in which the law of "survival of the fittest" is slightly modified by labour legislation. It is a worl which the strong prosper and the weak languish, a conciliatory attitude is equated with weakness. M persons on both sides of the bargaining table wis were otherwise. But they are realists. They know it take a lot more than pious promotion of labour-m agement co-operation to change the system. It will a complete reversal of basic beliefs, and the aband ment of an entire economic philosophy by a large n ber of people.

Our whole society, if we are perceptive enough to se is ruled by jungle economics—by competition betw its constituent groups. Because men are neither cre equal nor endowed with the same intelligence, ed tion and opportunities, a competitive society fav some and penalizes others. Divisions open up betw rich and poor, privileged and underprivileged, sk and unskilled, organized and unorganized.

In an unplanned society, in which each person is pected to extract as much as possible from the com nity and to go on increasing his share of the nationa come, conflict and inequity are inevitable. To single unions for blame because they have enabled worke compete more effectively in this rat race is an unrea able as it is unfair. If our society were egalitarian our economy planned, there would be no need fo dustrial warfare—and, in fact, no need for unions a know them today. But as long as we have a socio-

ic system that eschews planning for grabbing, re-ds its citizens on the basis of their power rather than need, discriminates against the old and the handi-ped and the unorganized, and feeds on artificially ced consumption—as long as that system prevails, it eer idiocy to prate about the virtues of labour and agement co-operating with each other.

h No. 4: All labour disputes are strictly economic in n. It is a mistake nowadays to think of a strike in usively economic terms. It is true that monetary iderations are the most obvious in explaining work pages; but other factors, psychological in character, beginning to overshadow the economic issues.

hectic assembly-line environment of so many mod-industries is not conducive to a happy, contented force. Work that is monotonous, unrewarding and manizing can never be made palatable by a pay que, no matter how large it may be. Discontent ac-ulates, and because it is kept bottled up during the life of a contract, it demands some form of release during the negotiation of a new agreement. More strikes are called these days to vent workers' frustrations than for any other single reason. The strike has become a form of therapy—a safety valve for the pressures that build up within workers who have no other way of hitting back at "the system" in which they feel trapped.

Today's younger workers in particular are rebelling against industrial methods that try to tailor man to the machine rather than the machine to man. Unfortunately, the collective bargaining process is not geared to cope with this problem. It is designed to improve workers' wages and fringe benefits, not to deal with problems arising out of the nature of work itself. So the important intangibles—self-fulfilment, job satisfaction, the sense of meeting a challenge—have been neglected.

The result has been widespread alienation and despair in the nation's plants and offices. It is a malaise that cannot be cured by higher wages, the demand for which

often masks the psychological sources of workers' unrest. Unless work can be enriched and made more interesting, workers will continue to strike, not primarily for higher pay, but to vent their frustration, to obtain a break from the monotony of their jobs, and to proclaim their humanity.

Myth No. 5: Unions are selfishly preoccupied with their own interests, and they neglect the poor, the old-age pensioners, and the unorganized workers outside their ranks. The only way unions could effectively help the working poor would be to unionize them. But that is not a simple matter of the unions flinging open their doors and mitting the millions of workers still unorganized. T are towering obstacles to be overcome in bringing the union fold the two thirds of Canada's workforce unorganized. Most of these workers are scattere small groups in garages, laundries, stores and c small enterprises. Being in most cases unskilled or s skilled, they are easily replaceable, and tend to be ful of losing their jobs. Their timidity leaves them nerable to anti-union intimidation by their employe

Federal and provincial labour laws discourage unio forts to organize such small units. As now worded, nation's labour codes fail to prevent unfair labour p tices by anti-union companies. Despite clauses for ding the penalizing of workers for union activity, ployers can threaten, and even fire, workers almost impunity. Even if a union wins a legal suit, the g firm is merely fined a token sum rarely exceeding a hundred dollars.

Other deterrents against organizing that exist in ou bour laws and procedures include long delays in cessing certification bids, and the requirement unions must sign up a large percentage of eligible w ers before a representation vote is taken. In most p inces it is at least 51 per cent, which means that, in p tice, a union must have 60 or 70 per cent to be on safe side.

Even if all these legal barriers could be hurdled, un ism in itself would not necessarily be a cure for pov Bargaining with the owner of a small restauran "bucket shop" is far different from negotiating huge, highly profitable corporations. To demand stantial wage increases in such cases could drive sm inefficient plants out of business. It is much easier f union to elevate the living standards of a man who to work for a steel plant in Hamilton than to do same for a man who takes a job with a fish plant in Brunswick.

Even if the unions succeeded in organizing e worker in the country, they could never eliminate erty in Canada on their own. The necessary upgra of education and skills, and manpower retraining mobility—as well as the raising of minimum w rates—are all government responsibilities. Neither federal nor any of the provincial governments has raised its minimum wage to provide incomes a above the poverty line.

ns are often charged with being indifferent to the ed inflationary effect of their negotiated wage gains e poor and on retired people. They are not indif- t. They simply don't see any point in depriving members of income levels to which they are en- and which their employers can afford to pay. If nions were to forego wage increases, most com- es would raise their prices anyway. And the money would otherwise have gone to the employees would ot by some mysterious mechanism into the pockets e poor, but into the already fat bank accounts of mpanies' owners and stockholders.

No. 6: The public is the innocent victim of strikes, sn't even represented at the bargaining table. The that the public isn't represented in labour negotia- is poppycock. The entire conciliation process and e other legal rituals that must be followed are im- d by the government. The conciliators and medi- injected into labour disputes are appointed by the rnment. As a last resort, if intolerable hardship or omic damage is caused by a strike, special strike- ng legislation is enacted by the government. And e interests is the government protecting if not the ic's?

e public sector, unions have to bargain directly government officials or their agents. Who are these als representing if not the public? Public employees xactly what their label implies—they are employees e public. They are our employees, their wages com- ut of our tax dollars. We, the public, are not inno- third parties in public service strikes. Our employ- re striking against us for the same reason that oyees in the private sector go on strike: because are dissatisfied with the way we treat them. The ic, as an employer, has no more right to claim im- ity from strikes than any other employer.

y Morgan, in his **Toronto Star** column, exploded myth that the public is something (as he put it) pped in cotton wool and delivered in jewellers' s . . . The public are you and me," he wrote, "and eople we hire, through our tax money, are the pub- oo. A public employee, if anybody cares, is a guy a wife and two kids. When the missus comes home the market and announces, for the 50th time, that s have gone up, he needs more income. Then he to the boss (you and me) and the boss ignores him. lly he goes out on strike. Then we all jump on him olding the public up for ransom'."

The point is that, if we the public, in our role as employers, believe our employees' demands are justified, we should direct our servants, the government negotiators, to pay them what they're worth. If we think their demands are not justified, then we should be prepared to put up with the inconvenience of being deprived of their services.

Myth No. 7: Strikes are excessively costly, and they cause irreparable harm to the economy. Most strikes are not nearly as catastrophic as one would imagine from reading alarmist newspaper editorials or listening to

hysterical businessmen and politicians. Their dire predictions of economic disaster are ridiculously exaggerated.

Most companies can now completely offset the loss of production during strikes by stockpiling before the strike starts, and by making maximum use of excess capacity afterward. A study of major strikes over the last five years shows that most business firms affected were able, by these devices, to maintain their annual production norms. There is a big difference between "business lost" and "business deferred."

The fact is that there is no generally accepted standard, no reliable yardstick, by which the effects of a strike or the damage it causes may be measured. Evaluations, therefore, have become largely subjective. There is a tendency to quote unverified dollars-and-cents estimates of the daily losses a strike is supposedly inflicting, without taking into account what a struck firm is saving in wages and other operating costs. Isolated cases of hardship are also widely publicized, giving the impression that they are numerous. In this way, a strike can be made to appear much more harmful than it actually is.

In 1969, the year in which a new postwar record was set for the number of man days lost because of strikes, the Gross National Product still rose considerably, along with production and profits. The big strike that year was against the steel companies, which still recorded near-normal sales and profits. The strike against the St. Lawrence Seaway that year lasted three weeks, and it was supposed to have ruined inland shipping; but in less than three months after the strike ended, all the cargo tonnage lost during the strike was regained.

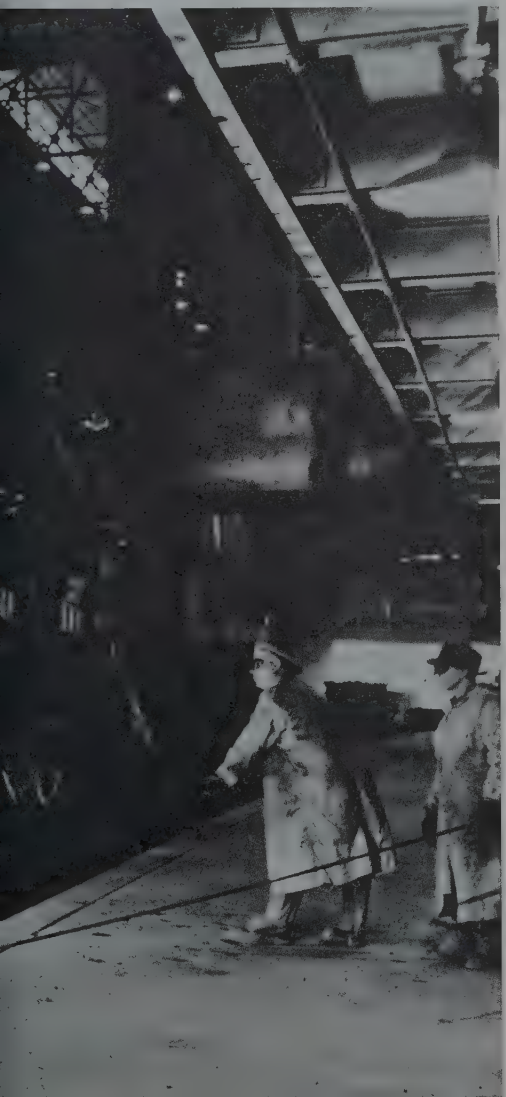
The time lost through strikes in 1969 was 0.46—the equivalent of 46 man days out of every 10,000 worked. (This is the only statistical way to quantify the cumulative effect of strikes on the economy.) Forty-six man days lost for every 10,000 worked is far from a crippling number. As the federal Task Force on Labour Relations pointed out, "production lost because of work stoppages does not approach that caused by unemployment or sickness." Some economists estimate that more production is lost from colds and hangovers than from strikes. The Canada Department of Labour reports that the 560 strikes that occurred in 1971 resulted in a loss of 2,910,580 man days. That may seem to be a large number, but in fact it amounts to less than two tenths of 1 per cent of total time worked. Disabling injuries alone caused the loss of more than 5,000,000 man days, while time lost because of unemployment was a staggering 6.8 per cent of total time worked.

As the Toronto **Globe and Mail** observed on Marc in reporting these statistics, "the overall impact of stoppages on the economy is minimal ... Comp with the time lost from unemployment, injuries an senteeism, the cost of strikes and lockouts in tern man days lost appears insignificant. It should be r also that the U.S. economy somehow manages to ger along, despite the regular loss of twice the man strike ratio sustained in Canada.

Myth No. 8: Unions are becoming too powerful. Gallup polls last year disclosed that Canadians who lieve that unions are too powerful outnumber C dians who believe that corporations are too powerfu one poll, the question asked was whether big labour business or big government posed the biggest thre

country's future. More people—34 per cent—cited abour than either big business (18 per cent) or big rnment (23 per cent), with 28 per cent expressing pinion. In another poll, 62 per cent of the respond- said they thought that unions have become too ig.

sense, these polls are flattering to the labour move- t, for they attribute to labour more power to aten the national welfare than either government or ness—in fact, almost as much power as both of them bined. It is, of course, a ludicrously distorted view, no better than can be expected from a populace se concept of organized labour is so far removed n reality. There is really no such thing as "big la- r" in Canada. We have only eight unions in this country with more than 50,000 members, and all of them together couldn't wield the economic power of a single medium-sized corporation.



If power is measured in assets, the total assets of the 11 largest Canadian unions add up to less than the assets of any one of such large corporations as Ford, Stelco, or MacMillan Bloedel. The total assets of all Canadian unions is only about $100,000,000—admittedly not an insignificant sum, but less than the assets of any one of several corporate giants such as Hudson Bay, Denison Mines, Goodyear, Abitibi, Dominion Stores, or Cominco.

Even if the combined assets of all unions in Canada and the U.S. were added up, the total—$1,158,492,000—although a substantial sum, is still less than the assets of one corporation, Inco, and only slightly higher than the assets of Imperial Oil Ltd. Of course, finances are only one yardstick of power, but in a society where money talks, the hands that hold the purse strings also hold most of the levers of economic and political power. A confrontation between the most powerful union and a large company is almost always slanted in the company's favour, if only because the union's strike fund can rarely match the company's vast cash reserves.

Granted, some unions, because of their strategic position or the unique skills of their members, are able to exercise power out of proportion to their numbers or financial assets. But their right to strike is severely limited by law, and by government intervention; and the inconvenience their strikes may cause are rarely intolerable.

If unions were even one tenth as powerful as they are thought to be, they would be able to organize the 4,000,000 Canadian workers still outside unions. They would be winning most of their strikes instead of losing them, and wages would be going up a lot more than they actually are.

Myth No. 9: Workers in unions are pushed around and dictated to by autocratic "labour bosses." The term "labour boss" was coined to portray the typical union leader as the equivalent or counterpart of the company vice-president he faces across the bargaining table. It implies that a union leader has the same authoritarian control over his members as the company boss exerts over his managerial underlings and employees.

The truth is that the union leader is elected by the union's rank-and-file members at a convention, and is answerable to them for his actions. They dictate to him,

rather than the other way around. And if he doesn't satisfy them or measure up to their expectations, they'll boot him out at the next convention.

The 1971 Senate Report on Growth, Employment and Price Stability pointed out that "the Canadian labour movement is, for the most part, as far as any human organization can be from an obedient, boss-directed civilian army ... The typical union leader is much less a 'boss' than a replaceable politician with a difficult and turbulent constituency."

Myth No. 10: Union-won wage increases are the chief cause of inflation, so inflation can only be curbed by some form of wage controls. Another quotation from the aforementioned Senate report is appropriate here: "The main reason why unions are characteristically allocated blame for inflation is that they go after income gains for their members so very much in public. Other groups are able to do much the same thing more quietly—sometimes almost unnoticed by the public. But collective bargaining is, and probably always will be, one of the noisiest economic processes known to man, and this makes unions especially vulnerable to being designated as major social and economic scapegoats."

The persistence of the myth that wage increases are the main cause of inflation goes contrary to the findings of almost every objective, scientific study. These studies indicate that total labour income, as a percentage of Gross National Product, has fluctuated only a few percentage points over the past 50 years—proving, in short, that rising wages and salaries have succeeded only in maintaining their usual share of the growing GNP. The studies also prove that wage and salary increases invariably follow price increases, rather than preceding them.

A report published last year by the influential Organization for Economic Co-operation and Development (OECD) stated flatly that wage rates in Canada have lagged behind advances in production and profits. It said that the current strong acceleration of pay rates constituted simply a catching up with past increases in output and corporate profits. The OECD's study revealed that, all through the 1960s, Canadian wage trends lingered behind the rate of real productive growth and advance in corporate profits by about three years.

Despite all the statistical evidence that wage hikes historically have followed rising prices, the public clamour over allegedly inflationary wage settlements continues to mount, usually coupled with demands for some kind of wage controls. Wages, of course, are already su to considerable restraint through the machinery of lective bargaining, compulsory conciliation, and restrictions on the right to strike. Unlike other form income—rents, stock dividends, profits, professi fees, for example—wage levels must be set bilater through negotiations with employers. The power t strain wage increases is vested more with emplo both public and private, than it is with la organizations.

As Bernard Hollowood of the London School of nomics points out, direct controls over wages are needed to control inflation. All that is required, he gues, is price control. Not only would a limit on p increases remove the justification for most wage mands, but it would also discourage employers f yielding to them, since they could not then pass the along to their customers.

Hollowood's thesis is that the imposition of price trol would result in a de facto control of wages as without the need to impose a specific wage ceilin even to seek the unions' co-operation. His argur makes sense. But the myth of inflationary wage se ments is so well entrenched that no government w seriously consider imposing price controls without setting limits on wage increases. The myth that un are as free to set wages as corporations are to set pr will not easily be dispelled.

* * *

There are many other popular misconceptions ab unions and labour relations, but the 10 discussed in article are the most prevalent and the most difficul correct. Even after perusing the foregoing attemp debunk them, many readers will no doubt remain convinced that these conventional beliefs about lab are in fact fables. It takes more than a single essa this kind to counteract the enormous volume of mi formation about labour affairs to which most Canadi are regularly subjected. If only a few readers now pect that perhaps unions aren't entirely to blame fo our social and economic troubles, however, this debu ing effort will not have been in vain.

(Ed Finn is Legislation Director of the Canadian Br erhood of Railway, Transport and General Work Previously, he was Research Director and Public R tions Director of the CBRT. He has been labour colu nist for the **Toronto Daily Star** since May 1968. opinions expressed in the accompanying article those of Mr. Finn, and do not necessarily reflect views or policies of the Canada Department of Labou

he knowledge
xplosion
nd the
ffective manager

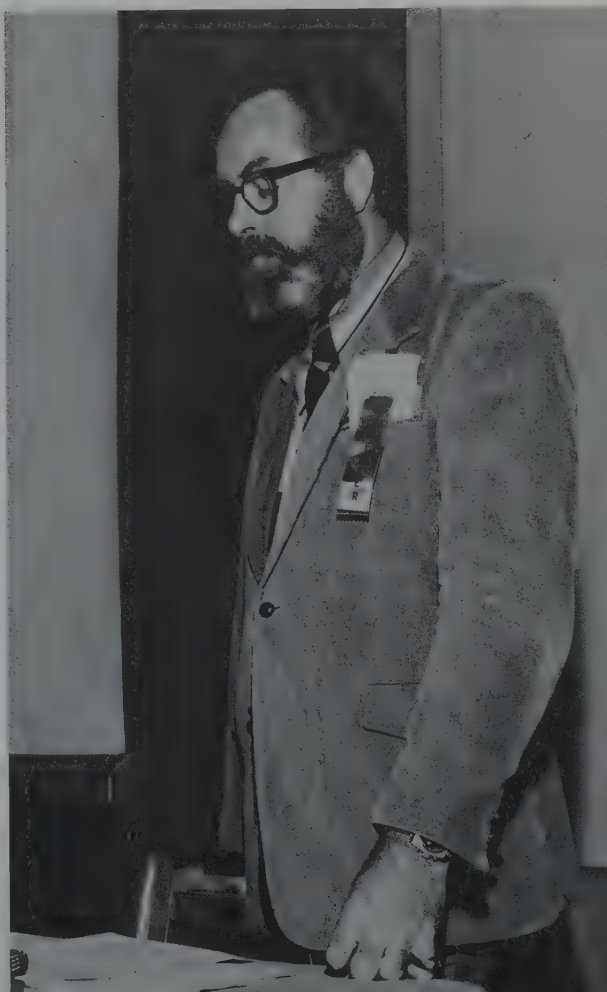
**b enrichment is a process to increase the psychologi-
rewards of the job,"** delegates to the 30th annual
ing conference of the Personnel Association of To-
to were told. "If you introduce it for any other rea-
than that—for increased productivity, for instance—
are doomed to failure," said John Thamer, Assist-
Vice-President, Personnel, of Bell Canada.

enrichment, he asserted, entails finding a way to lift
talent ceiling of a job after the basic job had been
ned. "It involves completely restructuring feedback
tems, and delegating authority. It is not a system of
oving controls but moving controls." Thamer cau-
ned top management to get specially trained outside
sonnel people in to talk to middle management. This
s the clarifying stage where workshops would be held
h all management people involved in planning and
plementing the job enrichment projects. "There
uld be a series of implementation meetings with in-
idual managers who would then make themselves
ilable to people down through the organization on
individual basis," he said. "Then the personnel man
es out and is available on call to straighten out un-
led and ruffled managers."

legates heard also how not to bring about job enrich-
nt. Described as ROTT, Thamer broke it down into
r sections. "R stands for the Reward System. Guar-

antee a reward for a short time gain only, and you are guaranteed to blow the whole thing. Make sure you reward efficiency rather than effectiveness. In other words, concentrate on productivity only. Reward productivity at the expense of quality, and have any feedback go to top management instead of the people involved so that the boss gives back negative feedback. 'O' stands for Organizational Support. Don't bother to provide staff assistance. Don't integrate with other activities. Use coercion, subtle and unspoken. Superimpose other things at the same time, such as bringing in new equipment and so on. 'T' is for Target. Pick a project where restructuring is not possible. Give responsibility to everyone whether they want it or not. Or, head the project with a guy who has no authority or credibility. If the 'A' team has been doing something well, try to transplant their success to the 'B' team, telling them to handle it exactly the same way. And the last 'T' stands for Transfers. Change the key line managers as soon as you get the project underway, so that no one

John Thamer



knows what's going on. Everything will be beautifully chaotic and you can really blow everything if the new man has Theory X orientation."

When all is said and done, however, some jobs just can't be enriched, he said. "How the hell do you make a key punch operator's job meaningful? You can't enrich a job that ain't worth enriching."

The 1200 delegates who attended the conference had a choice of several concurrent sessions. At another session, Dr. George Odiorne, Dean of the College of Business and Professor of Management at the University of Utah, Salt Lake City, echoed Thamer's comments on the job enrichment question. "Every once in awhile someone lays a tree on you and then yells, 'Timber'."

He suggested that job descriptions be thrown out, and job objectives put in their place. "The best goals are energy-creating, the worst, energy-draining," Dr. Odiorne said. **"Tell people what you expect of them and get off their back." Many managers are more concerned about the philosophy of "doing it my way," than "getting my desired results."** And this is a "people shrinker," he said.

Every organization falls prey to the way work is carried out rather than the expected results. "Style becomes more important than output." He suggested that companies guard against the activity trap where activity becomes an end in itself. "It's a process of checking the carbon copy against the original."

Dr. Odiorne takes a dim view of sensitivity training, a type of group therapy used by some industries to uncover the hidden hang-ups of executive personnel. "There is not a shred of scientific evidence that it changes anything," he said. "In fact it could lead to psychiatric damage. A survey in the States has indicated that more than 40 per cent of those who have participated in the project had to be treated by psychiatrists later."

Dr. George Odiorne

The altered workweek

A week in the Spring for fishing, a week in the Fall for hunting, and regular holidays as well, are some of the fruits of the four-day workweek enjoyed by an increasing number of Canadian workers, said Gordon Harrison, a Montreal industrial relations consultant, acting as moderator of a panel on the four-day week. "At o factory, the employees literally run the place. They h one shift lasting three hours and another 13 hours. O the eight guys who run it know how it works." The te "altered workweek" is probably more appropriate th "four-day workweek," Harrison contended, because three days of 12 hours are almost as prevalent as the f

s of 35 to 40 hours. By September 1971, there were organizations across Canada that had adopted the ed workweek, but **in April 1972 this list had in-sed to 60, "and that must be a bare minimum, since only the major companies that are making the s."**

Public Service Alliance of Canada, he said, is going ecord for the 8-hour day, four-day week with over- paid after 8 hours. This was unrealistic, he said. e Government is the last employer in the country should go on the four-day week."

r Green, Distillery Manager for Gilbey Ltd., which recently instituted a four-day, 40-hour week, said they were continuing it as an experiment only. e employees like it, but we're not sure we like it," he ed. "There has been no change in productivity, but narked disadvantage, either."

erial Oil had only a minimal amount of unfavou-e employee reaction to the four-day week, reported glas Hingley, Assistant Comptroller for the Eastern ion. "We did not approach it as an experiment," he . "It involved rearrangement of the work flow edule and additional training for employees to cover e on their day off." Two women had to leave be-se the new work schedule was incompatible with ne and family duties. "At the outset, senior manage-t had to be convinced," Hingley said. "But they e around when they realized that **there was no in-se in costs, that the work schedule and quality of ice was maintained, and that there was a 12 to 15 per saving in building space.** Management still makes final decision." About 90 per cent of Imperial's staff on the altered week. "The four-day week is not ctical, for instance, in 3-shift machine operation, and ourse some of our systems analysts are still working day week."

erial's Winnipeg refinery, previously on a 40-hour k, has now gone on a 3-day, 38-hour week with a nt cut in pay. Employees have three days on, four s off, three nights on and so on. The company re-ts that productivity is equal, if not better than it was ore, and employee morale is high.

erial Oil permits employees to switch or trade, pro-ng it does not interfere with deadlines and normal cedures. Some of the employees are taking advan-e of the extra time by enrolling in a community col-e course or taking university extension courses. Oth-are going no further than the golf course. "Married women enjoy having the extra day off to do household chores, the singles enjoy extra time to shop." When a delegate asked whether there had been a noticeable increase in moonlighting, Hingley stated: "There is no doubt that some people are moonlighting, but it's their business what they do after hours." Peter Green echoed this comment. "We haven't seen an increase and we don't care."

Some medical experts have expressed reservations about the stress involved in the longer hours. "Dr. Hans Selye, a noted authority on stress, has said that the four day week is ridiculous," said Hingley, "that people are not built to work those kind of hours." Despite these reservations, panelists all agreed that the altered workweek is here to stay. "A United States survey on the four-day week indicates that quite a number of firms are switching over," Hingley said. "The four-day week is inevitable, and the impetus will come from employees."

The case for arbitration

Collective bargaining as presently practiced represents "might" instead of "right," and some day this will be a thing of the past, Peter Riggin, Vice-President of Corporate Relations, Noranda Mines Limited, told PAT dele-

Peter Riggin

gates. "I don't suggest that we scratch our present system or turn it upside down. It is erroneous to imply that the right to strike should be taken out of our system," Riggin said, "but it is relatively easy to inflict strike injuries on a company, to escalate the differences between employees and employers. Finding common interests is much more important. Present day employers are devoting more and more time to good relations. They are not really adversaries."

When it works, collective bargaining is the best solution, he said, but it has come in for a considerable amount of justifiable criticism from management and government. It is not working very well because of an imbalance of power. If this is not corrected we will lose the system. Collective bargaining, he said, has played an important role in our industrial society over the past 25 years. Unions came into being through a show of militancy and strength, but now they "must overcome the fear of being considered weak. Employers, too, must overcome the fear of a third party saying what their collective agreements should contain if they cannot reach agreement."

A workable and acceptable arbitration system is the most desirable way of doing away with strikes, he said, but there are two major problems associated with the substitution of arbitration for the strike. The fear that bargaining will not take place in good faith and that the arbitration tribunal will not render a just and fair decision.

Members of a tribunal would have to be unquestionably good people. They should have access to the advice of experts and should conduct open hearings that would air the public side of the dispute. A tribunal, he suggested, could issue interim awards and make known the reasons for its decisions. It could have the power to impose penalties upon parties that failed to bargain in good faith, and perhaps a procedure could be adopted, in some instances he said, to force the tribunal to make a decision to adopt the final position of one of the two parties as a basis for settlement.

Thefts in industry

Those signs in department stores warning people of the penalties of stealing are not placed there entirely for the attention of the shopper, said Dr. Lawrence R. Zeitlin, Professor of Industrial Psychology, Bernard M. Baruch College, City University of New York. **"Most retail worker jobs are unbearably dull, entirely routine," he said. "So to compensate for this total lack of power, store employees steal three times as much as outside shoplifters."** The loss of goods in the United States retail industry averages out at a $1.50 a working day for e employee, but taking into consideration the gener low pay of retail workers, it is often less expensive the employer to close one eye, than to install expens detecting devices and hire floor detectives.

Most of the goods stolen are never used by the thie his family, Dr. Zeitlin said. It is just taken as a form "job enrichment," to add a little "zap" in a life dev of power or excitement. One man who did use the len clothing and was caught, explained that he was tually doing his employer a favour. He was seen all o town wearing the latest styles and it was excellent advertising for the store. None of the apprehended any feeling of guilt. The general consensus was that stolen goods were covered by insurance, so it was th for the picking.

Dr. Lawrence Zeitlin

ny store presidents take a philosophical approach to problem of employee theft. In one Southern town, accountant discovered that the office manager of a pany was stealing an average of $2,000 a year. w much are we paying him?" the manager asked. thousand, came the reply. "Forget you told me," the manager. "He's worth at least $15,000."

nany jobs, Dr. Zeitlin declared, it is more important e present than to do a good job. "And the man se hand is in the till is never absent," he said. Emers who want to control employee dishonesty uld first ask themselves how much the employee t is actually costing the company, how much insed dissatisfaction will occur with complete control, much of an increase in turnover, and at what cost b enrichment. If the cost is greater than the cost of t control, management should figure out what it can rd to lose, and devise a signalling system that will allow it to get beyond an acceptable level of theft. ere used to be a time when the tollgate guards could their fingers up to the elbows in the take, and sum- jobs 'sold' for $1,000 each," he said. "Today be- e they have books of tickets, the tollgate jobs go ging. But it is possible by hard work to do a tradeoff the books and make maybe an extra $10 a week. en the state figures out it's losing more than that unt, they park a police car near by. The sight of the w car, even though it's half a block away, and d not possibly catch anyone in the act, is enough to the theft down to an acceptable level."

problem of absenteeism plagues many companies, Zeitlin said, but people can often be motivated to on the job by somewhat unorthodox methods. "A England company faced a chronic state of abeeism the day after payday and asked me if I could k of any way to correct the situation. As they were on Thursday, it meant they didn't show up again l Monday. And when the company switched over to lay, they didn't show up until Tuesday."

Zeitlin suggested that the company hold a lottery day after payday. Those working at their desks and hines fifteen minutes after work had begun would e their numbers taken off their time cards and ed in a drum. The winner would either get an extra 's pay or be allowed to go home with a full day's pay. "It worked so well that management wanted to do it every day," he said. "So we made it even more intriguing for the employee. If a double zero came up first, the lucky worker was paid double and two days holiday." For the worker who didn't win all year, there was a yearly lottery with the prize as an extra week's pay. The lottery reduced lateness by 51 per cent and absenteeism by 38 per cent, he said. "I don't advocate wholesale abandonment of ethical or moral work ethics," he concluded, "but I do advocate exploring all other means of employee motivation as long as they are not overtly illegal."

Sex discrimination

Women workers generally are hired last, paid least, passed over for promotion and kept at the most menial jobs, says Barbara Shields, Acting Director, Women's Bureau, Ontario Department of Labour. "The ability to do the job is what counts," she told delegates. "It is unjust to deny the right to a fair and equal wage to 50 per cent of the Ontario workforce solely on the grounds of sex alone." Forty per cent of women workers are single or the sole support of their family, Miss Shields stated. The majority of women work because they must contribute to the family budget. And although half of the Ontario workforce is women, men still persist in thinking of women as something temporary and supplementary, passing through the office on the way to the altar.

"Young women can expect to work for 25 years or more," Miss Shields said. "The average age for the woman worker is closer to 40 than 20, and she is more likely to be married than single." The idea that women are limited in their capacity to perform is a myth only; physical strength can be discounted with modern technology. The growth areas, commercial and financial sectors, require brain not brawn.

So few women have made it into the executive suite, and there is another cherished myth that women can't be bosses. There is a stereotyped version of the woman boss, said Miss Shields. She is emotional, inconsistent and difficult to get along with. This type of executive can exist in either male or female, but "no one would evaluate male managers on the basis of one man's performance." Secretaries that have had experience working for women found little difference in management

Barbara Shields

attitudes between the sexes. The Soviet Union, appa ently, does not have the North American fear of bu ness castration by the female executive. One-third their engineers, three-quarters of doctors, and fou fifths of all dentists are women.

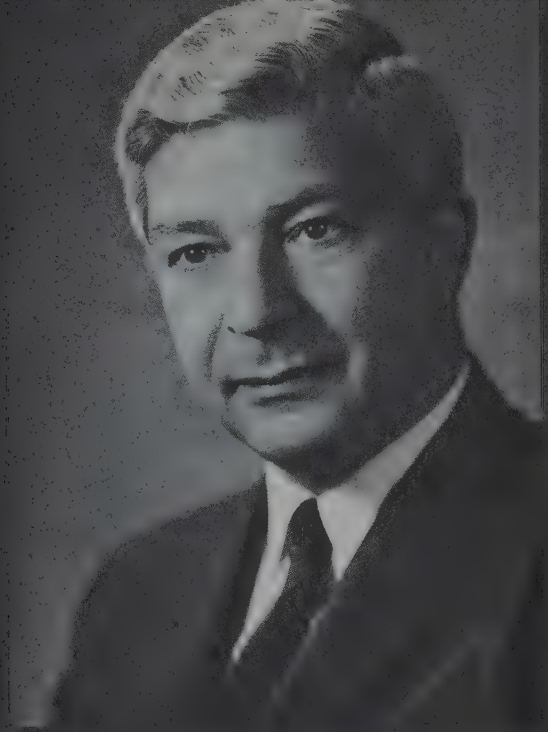
Men often mention the higher turnover of women as excuse not to hire them for responsible positions. "Th is largely because women are employed at the low levels of the occupational scale. Sales, service, and u skilled workers have the highest turnovers."

Since the inception of the Women's Equal Opportuni Act 15 months ago, women have been finding work auto assembly lines, operating hydraulic presses, a recently in labour pools in the steel industry where th work around monster furnaces fired by laser beams. A though barriers to typical male blue-collar jobs a breaking down, discrimination in the white-collar a professional areas is very much in evidence. But it more sophisticated, more subtle. "The union memb knows that when she has a complaint the union w take it from there," Miss Shields said. "The white-col worker may not be aware that when she lays a co plaint with the Women's Bureau we take up the cause

The Bureau handled 283 complaints during 1971, per cent of them, surprisingly, from men complaining job descrimination in favour of women. All but c were resolved successfully by conciliation.

"We know when contracts are about to expire," s said, "and we mail reminders to employers and unio Then we do a follow-up and advise how to change ex ing practices. I would advise employers to approach before, rather than after problems develop. The idea not to punish offenders but to promote fair and eq work practices for all workers, regardless of sex."

uman rights—
om concepts
o positive action



Kalmen Kaplansky

Kalmen Kaplansky

ch has happened in Canada and in the United States ing the past 25 years to help define, explain and pro- t the inalienable rights of the individual. Every prac- oner in the field, however, is undoubtedly impressed the enormity of the remaining challenges. The pur- se of this presentatio is to iscuss briefly some of our mestic experiences in relation to the international ne, and to emphasize the interdependence between rds and deeds, declarations and actions at the inter- ional as well as the domestic level of concern for hu- n rights. Perhaps a brief reference to the human nts agenda during the '70s might also be in order.

s too soon, historically speaking, to assess the signifi- ce and to determine the lasting effects of the ideas l activities, initiated some 25 years ago in Canada, in field of human rights. Although the results in terms protective legislation, federal and provincial, and the ministrative machinery are impressive by any stan- ds, the effort still retains its experimental aspects.

As for the past, what we lacked in erudition in those early days, we made up in youthful enthusiasm; what we missed through lack of research, we made up for by a great deal of personal leg-work and, still more, intuition, always important in this type of work; and in the absence of professionals, trained functionaries and respectable budgets—all part of today's human rights scenario—we relied on the voluntary efforts of many people who, because they cared, often crowned our rather primitive efforts with unexpected success.

Canada's experience

Despite our shortcomings, our approach was essentially sound and, with certain adjustments, remains valid to this very day. Basic to our thinking was the simple conviction that the lofty and inspiring human rights concepts are not sufficient by themselves to change attitudes; to make a meaningful contribution, they need to be translated into terms of social action and public involvement. Briefly, our tasks in those early days in Canada, and a little earlier in the U.S., were: to convince

public opinion of the existence of identifiable discriminatory practices; to define the issue in terms of Canadian reality and Canadian political and social terminology; to seek remedial action for the newly discovered and identified social evils; to obtain public acceptance of, and public involvement in, what was until then considered a private matter of individual conscience; to convince the public that there is no contradiction, no dichotomy between legislative and educational approaches, but that these are complementary; to create a favourable climate for legislative remedies and for social action; to initiate and assist in drafting the necessary social action legislation; and to help develop the essential framework for government machinery to administer the legislation.

Comparisons

Although the ILO has since made significant strides both in Canada and in the United States, I am inclined to think that, **in most other areas of the world, we are still at the stage in this field in which we found ourselves on this continent at the end of World War II, a little over 25 years ago.** There seems to be abroad now, just as it was in our midst then, an abundance of good will and concern, a plethora of concepts and declarations.

This is all to the good—but it leaves one too painfully aware of an insufficient concern with programs of action, with the mechanics of implementation, with institutions, both governmental and voluntary, to foster, nurture and safeguard the sentiments and objectives of these great declarations. Let me try to be a little more specific.

With few exceptions, most countries are still reluctant to admit to the existence of inequality, intolerance and discrimination in their midst, although remaining rather eager to criticize such malpractices elsewhere. When their own shortcomings are grudgingly admitted, there is an accompanying failure to identify and define the problem in terms of national tradition and national practice; and even where such identification and definition have been achieved, there is no adequate appreciation of the need for legislative remedies, for involvement of governmental machinery, and for social action. In short, what is wanted today in most parts of the world is the kind of soul-searching, research and experimentation, and the beginning of concerted, constructive and voluntary governmental action demonstrated on this continent during the mid-'40s.

We in Canada are deeply indebted to the pioneers in the U.S. who were first to experiment with the whole arsenal of legislative and educational weapons designed to diminish the effects of discriminatory attitudes a practices. We learned from their successes and failu and attempted to adopt the findings of the U.S. exp ments in terms of Canadian experience and traditi What we did should be of interest to other countries.

Concepts or action?

It is not my intention to discredit formal declarations well-conceived concepts, but simply to spotlight th action-oriented aspects, where these exist. **Declarati and concepts are indispensable; without them, there c be no battle for human rights.** Indeed, we should ne forget the tremendous influence of internationally p claimed concepts of human rights on the content, temp and the vision of national activities. Without challenge of the Universal Declaration of Hum Rights, and the discussions and debates that preced it—and without the other great charters that embod mankind's longing for freedom and equality—we co not have begun our work at the time we did.

History does not fail to record the interrelationship tween national and universal aspirations for equality. the year 1789, the Constituent Assembly of France p claimed the Declaration of the Rights of Man and the Citizen. Its main sources of inspiration were the c tomary and written texts of the English Constituti the principles written into the Constitutions of States of North America while they were acquiring th independence, the incorporation of those principles the Federal Constitution of the United States in 17 and the theories set forth by the philosophers and ref mers of the 18th century.

Just as the Declaration by France was influenced by t experiences of other countries, so the French exam inspired the majority of civilized nations to enshrine their constitutions these natural rights of man. Th Declaration served equally to influence, not merely France or Europe but throughout the world, t struggle for the recognition of individual rights. played a leading part in advancing the abolition of s vitude and slavery.

Universal Declaration of Human Rights

The end of World War II marked a new departure a signalled a new sense of urgency in the evolution of h man rights concepts. The General Assembly of t United Nations met in Paris on December 10, 194 Guided by the Declaration of 1789, and still shocked the brutality of five years of worldwide slaughter, a the bestializing consequences of Nazi tyranny, adopted and proclaimed the Universal Declaration

nan Rights, whose wellspring was the recognition of, respect for, individual dignity, as well as the equal- of all human beings and their inalienable and funda- ital rights.

st of our own remedial legislation in Canada and in U.S. (and since then in a number of other countries) a great deal to Article One of this Declaration, ch proclaims that: "All human beings are born free equal in dignity and rights . . .;" and to Article Two, ch says: "Everyone is entitled to all the rights and doms set forth in this Declaration, without distinc- of any kind, such as race, colour, sex, language, re- on, political or other opinion, national or social ori- property, birth or other status . . ."

Declaration opened new horizons. It translated the cepts of traditional basic freedoms and constitutional ts into the present-day language of our industrial iety by emphasizing a wide range of social and eco- nic rights. It stressed the fact that political and civil ts can assume full significance only if people are from the crippling burden of poverty, from depress- economic problems, and from uncertainty about at the next day holds for them and their families.

enty-five years after the Declaration was proudly claimed and universally hailed, we are only now be- ning to pay heed to these simple concepts. We are y now beginning to realize that generations of discri- nation and neglect have produced a level of poverty d inequality that neither existing human rights legis- on nor its formal enforcement are adequate to over- ne. In Canada, for example, large numbers of Blacks, tis, Eskimos and Indians fall into this category.

en if all formal racial discrimination were to disap- ar overnight, and all protective legislation were to be idly enforced, very few of our many unemployed In- ns, for example, would be able to secure employ- nt. The reason for this is that very few of them have d the background, training and education that would uip them to succeed in the labour market. The sent system of, and criteria for, recruitment into pro- sional jobs and executive positions—including eople-related" jobs like teaching and social work—has t many sociological categories statistically under-rep- ented or totally excluded in many key occupations d professions.

mpensatory approach—issue of the '70s

e are only now beginning to realize on this continent at what is required is not merely the absence of discri- nation, but the presence of positive programs to help economically disadvantaged minorities. "Affirmative action," compensatory employment programs and similar initiatives have by now become an official part of American social philosophy, and their basic thrust commends them to Canadian realities.

How else can we hope to bring Canada's disadvantaged groups into the mainstream of our economic and social life? **We should have read more carefully, a little sooner—and with a greater determination to apply them—the Universal Declaration, the Constitution and decisions of the International Labour Organization, and the ILO's Declaration of Philadelphia. We might have saved ourselves a great deal of unnecessary grief.**

Compensatory, positive or affirmative employment techniques can be defined as "employment policies that seek to overcome the traditional lack of qualifications that disadvantaged people bring to the labour market by helping them, through the introduction of certain well-defined 'compensatory' measures, to achieve equality of opportunity for jobs and positions."

The compensatory employment approach does not seek merely to ensure equality of treatment, but stresses genuine equality of opportunity as well. It endeavours both to take into realistic account the cultural, physical, educational and financial drawbacks and disabilities that tend to entrap disadvantaged groups in vicious circles of

poverty and despair, and to help devise ameliorative techniques with which to extricate them from this syndrome. Although a compensatory employment system recognizes that "all men are created equal" it does not accept that all men are born with equal opportunity for advancement and employment.

International progress

Just as we seek as individuals to adjust and expand the horizons of our own objectives to changing practical challenges, so is the international community beginning to realize the need to translate concepts into action, and ideas into deeds which, in turn, will alter attitudes and patterns of social behaviour.

Essentially, the Universal Declaration of Human Rights is a collection of well-defined concepts, more in the nature of a call to action—a manifesto, rather than a legally binding instrument that the nations of the world could incorporate into their own legislative fabric. Only 17 years later, did the United Nations General Assembly, after many years of discussion and preparatory work, finally adopt the first international United Nations Convention, based on the principles embodied the Declaration—namely, the International Conventi on the Elimination of all Forms of Racial Discrimin tion. A year later, in 1966, the General Assemb adopted two further international instruments based the Declaration: the International Covenant on Ec nomic, Social and Cultural Rights, and the Intern tional Covenant on Civil and Political Rights. These i ternational Instruments are important steps in t direction of giving legal substance to the well-inte tioned general principles embodied in the Declaratic They are, therefore, milestones toward the goal of inte national action, as distinct from international concepts

ILO experience

It is the International Labour Organization, one of t oldest of the international inter-governmental agenc associated with the United Nations, that has pioneer and gone further in the direction of international acti (as distinct from international concepts) than any oth international organization. Several articles of the Ur versal Declaration of Human Rights go to the very co of the aims and activities of the ILO. I refer, in partic lar, to **the right of social security, the right to a job,**

choice of employment, to protection against unem-
ment, to decent working conditions, adequate remu-
ation, rest and leisure, and to freedom of association.
he absence of these rights, there can be no free devel-
ent for the human personality.

hese fields of concern, the ILO has adopted several
rnational instruments in the form of international
ur Conventions and Recommendations that have
ed as a basis for specific obligations, procedures and
grams designed to ensure the protection and to pro-
e the advancement of such basic rights as freedom
ssociation, freedom from forced labour, and non-
rimination in employment. A greater appreciation
hese international instruments, and of ILO proce-
es generally, should be of particular concern to all
titioners in the field of human rights.

re is no doubt that the standard-setting work of the
rnational Labour Conference has made an impor-
contribution to the clearer definition of certain ba-
uman rights. The ILO has always recognized, how-
, that **providing machinery for handling complaints**
cerning alleged violation of these rights, and provid-
for their enforcement, is just as important, if not
e so. This question of international supervisory and
itoring machinery is only now beginning to receive
easing attention from the world community. The
neering experience of the ILO for almost half a cen-
is, therefore, worthy of particular mention.

ILO has a special constitutional responsibility in
field of discrimination. The General Conference
pted a Convention in 1958, concerning discrimina-
in employment and occupation, which up to now
been ratified by over 70 member states and is under
ve consideration by a number of others.

basic ideas underlying the Convention deserve
tion. First, the Convention aims not just at formal
ality before the law, but at effective equality of op-
unity and treatment calling for positive action to
ect inequalities resulting from past discrimination
are now just beginning to get around to this idea in
ada). Second, it envisages a total effort requiring a
bination of education, administrative and legisla-
measures.

abolition of discrimination in employment is also
lt with in other ILO instruments, such as the Con-
tion concerning Equal Remuneration for Men and
men Workers for Work of Equal Value (No. 100) of
l, the Convention concerning Basic Aims and Standards of Social Policy (No. 117) of 1962, and the Convention concerning Employment Policy (No. 122) of 1964. Worthy of special mention is Convention 107, concerning the Protection and Integration of other Tribal and Semi-Tribal Populations in Independent Countries.

What, then, are the main lessons to be drawn from the almost 50 years spent by the ILO in developing a comprehensive code for international labour law?

The experience proves the feasibility and practicability of laying down a series of international obligation-creating instruments, more precise definitions of human rights, and the positive measures necessary for their realization. It shows the value of systematic and continuous international arrangements for the elaboration and adoption of such international instruments. And it emphasizes that systematic and continuous arrangements for monitoring and supervising the implementation of international standards are an indispensable concomitant of the standards themselves. These procedures have obtained wide acceptance because they blend the quasi-judicial aspects of supervision with the conclusions made by policy-making bodies.

One other lesson, and one that augurs well for the future, is the growing recognition of the individual and the non-governmental groups under international law—a recognition fostered within the tripartite fabric of the ILO.

Program for the '70s

Practitioners in the field, although recognizing that progress has been made since 1945, are by and large highly apprehensive about the failure to bring about equality of opportunity for the disadvantaged in our midst; more so because ethnic and racial groups make up far too large a proportion of those who exist below the poverty line. Consequently, quite a number of persons have become critical of the results and accomplishments of the human rights constituency; they particularly question the adequacy of existing human rights standards, legislation and enforcement agencies.

Generally it has been assumed until recently that one of the characteristics of a free society is the recognition of performance over ancestry, of status based on individual ability and achievement, over status stemming from background or affiliation. **The experience derived from poverty programs in North America, however, cannot ignore the fact that the adverse effects of inherited**

poverty, isolation and discrimination have frequently had devastating effects on members of some ethnic or racial groups, denying them in fact, if not in law, the promise and substance of equality of opportunity to compete with members of more fortunate groups in society.

The continuing debate in the U.S. on this issue, which is beginning to spill over into Canada, has divided the human rights constituency between those who adhere to traditional concepts of equality and those who are seeking an adjustment of those values to fit the economic and social realities of the '70s.

The traditionalists warn that preferential treatment in education or employment, based on consideration of race or background, and particularly if expressed in terms of fixed quotas, may pose a threat to individual human rights. The innovators, armed with reliable statistics, and conscious of the growing gap between the poor and the comfortable in our society, advocate the compensatory approach.

The traditionalists (see Paul Seabury's article in the February 1972 issue of **Commentary**) quote the late Justice Felix Frankfurter of the U.S. Supreme Court to the effect that "What mattered was excellence in your profession to which your father or your face was equally irrelevant. And so rich man, poor man were just irrelevant titles to the equation of human relations. The thing that mattered was what you did professionally . . .," and "personal likes and dislikes, or class, or colour, or religious partialities or antipathies . . . These incommensurable things give too much room for personal preferences, and on the whole, make room for unworthy and irrelevant biases." They also quote the late Justice Harlan, in a famous case in 1896 in which the Supreme Court of the United States endorsed the "separate but equal" doctrine: "In respect of civil rights, common to all citizens, the Constitution of the United States does not, I think, permit any public authority to know the race of those entitled to be protected in the enjoyment of such rights . . . Our constitution is colour-blind, and neither knows nor tolerates classes among citizens."

The innovators, who are currently backed by certain federal government departments and by judicial decisions in the U.S., return with the argument that, if the "Constitution is colour-blind," a person's colour or race, or family background of poverty, do affect in many ways that person's ability to compete for the available economic opportunities with others who are more fortunate.

ecent letter from an official of the National Associ-
n for the Advancement of Coloured People to **The**
York Times (March 13, 1972) summarizes the case
inctly: "Mrs. Eleanor Holmes Norton, Chairman of
New York City Commission on Human Rights is
ted in **The Times** of March 7 as stating that 'reverse
tas' or preferential hiring of minority workers is
rly unconstitutional'. This assertion is directly con-
icted by an extensive body of legal decisions in
ch federal courts have recognized that race-con-
us injuries require race-conscious remedies ... The
nal record of more than 30 years of state fair em-
ment practice laws and federal Executive orders
es that 'voluntary compliance' does not work in
inating job discrimination."

haps Canada could learn from recent experiences in
U.S. in dealing with these extremely important is-
. Obviously, although there is a certain degree if
larity between the racial problems of the U.S. and
e in Canada, they are far from being identical, and
gested solutions and remedial plans cannot be trans-
ed automatically from one country to another.

rt from the question of fixed quota systems, **the**
pensatory approach in education and employment
members of groups who have fallen behind, deserves
pathetic consideration in Canada, in order to give
dvantaged people the necessary muscle in their
ggle for equality of opportunity.

reful reading of the international instruments of the
ted Nations and the ILO, several of which were rati-
by Canada, fail to reveal any prohibition against
pensatory or preferential treatment for disadvan-
d groups, provided that these are only temporary in
re. Article 5, Paragraph 2 of the International La-
r Office Convention on Discrimination (Employ-
t and Occupation), ratified by Canada, states: "Any
nber may, after consultation with representative em-
ers' and workers' organizations, where such exist,
rmine that other special measures designed to meet
particular requirements of persons who, for reasons
as sex, age, disablement, family responsibilities or
al or cultural status are generally recognized to re-
e special protection or assistance, shall not be
ned to be discrimination."

cle 1, Number 4 of the United Nations Interna-
al Convention on the Elimination of All Forms of
ial Discrimination, also ratified by Canada, refers
ctly to this issue as follows: "Special measures taken
the sole purpose of securing adequate advancement
ertain racial or ethnic groups or individuals requir-
such protection as may be necessary in order to en-
to such groups or individuals equal enjoyment or
exercise of human rights and fundamental freedoms shall not be deemed racial discrimination, provided however, that such measures do not, as a consequence, lead to the maintenance of separate rights for different racial groups, and that they shall not be continued after the objectives for which they were taken have been achieved."

In re-introducing factors of race and ancestry, even for good and noble purposes, however, we must be ever vigilant to bar from our laws and practice the old destructive distinctions and exclusions based on race and background. It is a difficult and highly sophisticated task, indeed, but one deserving of sympathy and understanding.

Kalmen Kaplansky was closely associated with human rights in Canada during the period 1946-1957, working in close collaboration with the then Trades and Labour Congress of Canada, the Canadian Congress of Labour, and the Jewish Labour Committee. From June of that year until April 1957, he was in charge of organizing and servicing the Joint Committees Against Racial and Religious Discrimination, which later became Labour Committees for Human Rights in Montreal, Toronto, Windsor, Winnipeg and Vancouver.

He was the secretary of the National Committee for Human Rights in the merged Canadian Labour Congress, and at the 1957 and 1958 Conferences of the International Labour Organization in Geneva, he was vice-chairman of the Conference Committees that drafted ILO Convention No. 111 on Discrimination (Employment and Occupation), later ratified by Canada. While serving as a member of the ILO Governing Body, he was vice-chairman for several years of its Committee on Discrimination in Employment. He was chairman of the Canadian Executive Committee during the International Year for Human Rights (1968).

Kaplansky was involved during the '40s and '50s in most of the discussions that led to the drafting of existing provincial and federal human rights legislation in Canada, and he is now assisting, on a voluntary basis, the Department of Indian Affairs and Northern Development as Chairman of a special staff group on Northern Employment and Economic Opportunities. He is the Director of the Canada Branch of the International Labour Office and Special Adviser to the Director-General, C. Wilfred Jenks.

(The opinions expressed in the accompanying article are those of the author, and do not necessarily reflect the views or policies of the Canada Department of Labour.)

Price indexes

Consumer, March 1972

The consumer price index (1961 = 100) rose 0.1 per cent to 137.4 in March from 137.3 in February, and was 4.6 per cent higher than a year ago. All major components recorded fractional increases except food—it declined 0.4 per cent. Tobacco and alcohol were unchanged. The transportation index rose 0.4 per cent, clothing 0.3 per cent, and housing 0.2 per cent. Both the health and personal care and the recreation and reading components, advanced 0.1 per cent.

The food index declined 0.4 per cent to 137.1 from 137.6, but was 6.9 per cent higher than in March 1971. Eggs and vegetables were the main items contributing to the decline in the price of food consumed at home. Egg prices dropped 9.4 per cent and reached their lowest level since February 1965; vegetable prices decreased 5.7 per cent but were still at a level 9.5 per cent higher than a year earlier. In the latest month, lettuce and tomatoes each declined by over 20 per cent and cabbage and celery quotations also were lower. Higher prices were recorded for carrots, potatoes and canned peas. The fruit index advanced 4.4 per cent to a level 12.8 per cent above that of March 1971. In the latest month, the most notable price increases were registe for grapefruit, apples and canned apple juice. The me fish and poultry index rose 0.7 per cent with increa for pork 2.3 per cent, and poultry 2.6 per cent; b prices declined 0.6 per cent. An increase in the com nent for bakery and cereal products resulted from a per cent advance in bread prices; biscuit and flour q tations were also higher. The price of honey increa 2.8 per cent. Price reductions were recorded for su jelly powder and lard; ice cream, salad dressing, mar rine and pickle prices registered increases.

The housing index rose 0.2 per cent to 141.2 from 14 as a result of increases of 0.2 per cent in the shelter household operation components. It was 4.7 per above its March 1971 level. Within the shelter op ation, the new housing index advanced 0.8 per cent home-owners' repair charges rose 0.4 per cent; re moved up only 0.1 per cent.

The major element in the household operation incre was a 1.8 per cent advance in fuel oil prices. This la rise brought the fuel oil index to a level 11.8 per above that of March 1971. Furniture prices advan 0.5 per cent as price increases for living room and nette suites, and mattresses outweighed reductions kitchen sets. The appliance index rose 0.4 per cent higher prices for washing machines, automatic dry sewing machines, and vacuum cleaners outweig lower quotations for stoves, electric irons and fry pans. Among household operation items, reduced pri were recorded for linoleum, dishes and a number cleaning supplies. Light bulbs returned to regular pri from earlier sales.

The clothing index rose 0.3 per cent to 130.2 fr 129.8—the smallest increase between February March since 1961. Increases of 0.9 per cent for cloth service charges and 0.6 per cent for footwear prices w mainly responsible for the advance. The index was per cent higher than in March a year ago.

The transportation index advanced 0.4 per cent to 13 from 132.3 mainly because of a 0.4 per cent increas the automobile operation component. Gasoline pri rose 0.7 per cent mainly as a result of increases in N Brunswick and Quebec; new car prices declined ma

y. General increases were recorded in automobile ir charges—advances being largely attributable to ier labour costs. Among other automobile operation is, license fees were higher in Manitoba and Al- a; battery prices rose 1.4 per cent and tires declined per cent. The local transportation index advanced per cent. In March 1972, the index was 3.1 per cent ve its level of March 1971.

health and personal care index increased 0.1 per t to 147.4 from 147.2, and was 4.5 per cent higher a year ago. This component declined slightly be- se of the removal of the tax on certain drugs in Brit- Columbia. Among personal care items, men's hair- prices rose 0.5 per cent to a level 11 per cent above of March 1971.

recreation and reading index rose 0.1 per cent to .3 from 138.1, as a result of an increase in recreation es. It was 2.4 per cent above its level of March 1971. neral price advances were registered for television re- rs, 4.1 per cent, and phonograph records, 2.9 per t. Price reductions were recorded in several cities for eo combinations, 2.4 per cent, and colour television , 1.6 per cent.

tobacco and alcohol index was unchanged from its ruary level of 129.6, remaining 1.6 per cent above evel of March 1971.

nsumer price index items, when classified by com- dities and services, offer another view of the inci- ce of the change in prices. In the latest month, the ices index rose 0.3 per cent between February and rch, the total commodities index declined 0.1 per t reflecting the 0.4 per cent decrease in food prices. es of non-durable commodities, excluding food, in- sed an average 0.2 per cent because of higher prices gasoline, fuel oil, footwear and phonograph records. es of durables rose 0.1 per cent as increased prices furniture, automobile batteries and a number of ap- nces outweighed reductions for colour television , stereo combinations, linoleum and new cars. The in the services index was chiefly attributable to in- sed automobile, television, and shoe repair charges, well as higher prices for automobile licenses, men's rcuts, laundry and dry cleaning.

City consumer, March 1972

The consumer price index advanced in nine regional cities and city combinations, decreased 0.2 per cent in Toronto, and remained unchanged in Thunder Bay and Winnipeg. Movements in food indexes were mixed, ranging from an increase of 1.1 per cent in Quebec City to a decrease of 1.2 per cent in Thunder Bay. Housing components advanced in all cities as a result of increased rents and higher prices for several home furnishing items. Higher prices for clothing services and footwear contributed to increases in the clothing index in eight cities. Transportation indexes increased in ten cities and health and personal care components registered mixed movements across the country. Price increases for television repairs and phonograph records were mainly responsible for increases in the recreation and reading indexes in nine cities. The tobacco and alcohol indexes were unchanged.

(A consumer price index for a particular regional city measures the movements in prices, faced by consumers, within the specified city. Thus, consumer price indexes for regional cities cannot be used to compare levels of prices between cities.)

Wholesale, March 1972

The general wholesale index (1935-39 = 100) advanced 0.8 per cent in March to 304.2 from the revised February index of 301.7. It was 6.0 per cent higher than the March 1971 index of 286.9. The eight major group indexes were higher.

The non-ferrous metal products group index rose 2.4 per cent to 265.1 from 258.8 on higher prices for copper and its products, lead and its products, and domestic zinc. An advance of 1.8 per cent to 363.9 from 357.4 in the animal products group index reflected price increases for fishery products, fresh meats, livestock, leather, eggs and hides and skins. Higher prices for fertilizer materials, and soaps and detergents were chiefly responsible for an increase of 1.0 per cent to 243.4 from 240.9 in the chemical products group index. The vegetable products group index moved up 0.7 per cent to 241.7 from 240.1 mainly on higher prices for tea, coffee and cocoa, milled cereal foods, grains, raw sugar, and potatoes. An increase of 0.7 per cent to 273.3 from 271.3 occurred in the textile products group index on price increases for cotton fabrics and cotton yarns. Slight advances were recorded for three major group indexes: non-metallic mineral products to 231.0 from 230.6, wood products to 421.6 from 421.0 and iron products to 322.0 from 321.6.

Labour legislation in 1970-71

Part 6: Industrial relations

New Brunswick's new Industrial Relations Act, proclaimed in force April 1, 1972, is a complete revision of the former Labour Relations Act. The legislation had been under study for five years. It is based largely on recommendations of a select committee of the Legislature and the Industrial Relations Committee held under the auspices of the University of New Brunswick. The new Act is much more detailed than the previous statute. In revision, the legislators looked to the Acts of other provinces, particularly Ontario, and have adapted certain provisions to the New Brunswick situation.

Highlights of the new legislation include extended coverage; status for voluntarily recognized unions similar to that of certified unions; percentage for obtaining the right to a representation vote and the right to certification without a vote; fresh options open to the Department of Labour in providing conciliation and mediation services; special provisions for the construction industry, including accreditation of employers' organizations and a Construction Division of the Board; new restrictions on the right to strike or lock out, including special provisions applicable to municipal firemen and policemen; regulation of picketing; and recognition of trade unions, councils of trade unions and employers' organizations as legal entities.

The Nova Scotia Trade Union Act was amended to provide for voluntary recognition of trade unions, preventive mediation, and special certification procedures for the construction industry. A Construction Industry Panel of the Labour Relations Board was established and the Board's authority in the matter of successor rights and orders regarding work stoppages was expanded.

Effective August 19, 1971, the Prince Edward Island I bour Act, incorporates the Industrial Relations Act a four employment standards Acts. Changes made in t industrial relations provisions include: extended c erage, in particular to voluntarily recognized unio speedier certification in the construction industry, e lier notice to bargain, and a mediator as an alternat to a conciliation board. A union applying for certifi tion is required to have majority support rather th having a majority of the employees as members in go standing as previously. Disputes during the life of a c lective agreement must be settled by arbitration.

New Brunswick and Nova Scotia have restricted the c cumstances under which ex parte injunctions may granted in labour disputes. Considerable attention w paid to the construction industry. In addition to the p visions already mentioned in the summaries of the N Brunswick, Nova Scotia and Prince Edward Island la Québec passed two Acts amending the Construction dustry Labour Relations Act.

Several provinces enacted or amended legislation g erning special groups of workers, such as fisherm teachers, hospital workers, municipal policemen a firemen, and employees of crown agencies. Two pro inces passed emergency legislation. The scope of t Saskatchewan Essential Services Emergency Act w broadened to include all labour disputes in the provir that threaten the public interest or welfare. This legis

has since been repealed. Nova Scotia introduced a ial law applicable to the construction of industrial ts. The new Federal Court was given jurisdiction federal boards and commissions.

erage

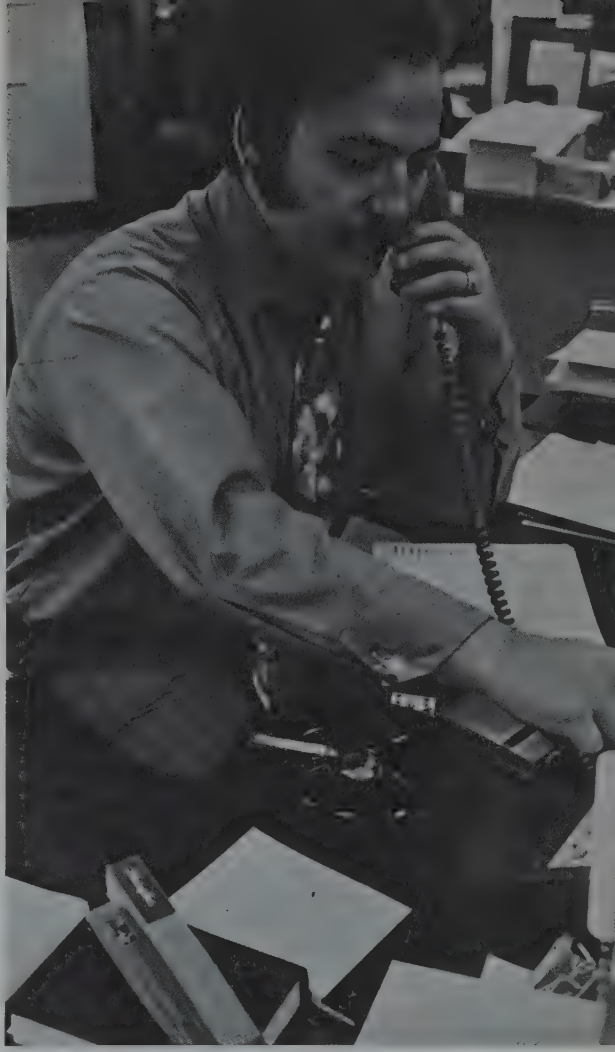
coverage of the Prince Edward Island and New nswick Acts has been broadened. Both Acts state a person does not cease to be an employee solely ause he ceases to work as a result of a lockout or ful strike or as a result of dismissal contrary to the or a collective agreement. In New Brunswick, the rence to a "lawful" strike and a collective agreement ew.

New Brunswick Act no longer excludes members of medical, dental, dietetic, architectural, engineering legal professions, agricultural and horticultural kers, or persons engaged in hunting or trapping. rses and teachers who were excluded under the for- Act are already covered by the Public Service La- r Relations Act. Professional employees may be in- ded in a bargaining unit with other employees only if Board is satisfied that a majority of the professional ployees wish it. Units of agricultural workers must sist of at least five employees.

Prince Edward Island the definition "employee" (a son employed to do skilled or unskilled manual, cler- or technical work) has been deleted. As a result, the ader ordinary meaning of the term applies under the Labour Act. The Act no longer excludes agricul- al workers, domestic servants, persons employed 24 rs or less a week and summer students. The only re- ining exclusions are members of professions and per- s who, in the opinion of the Board, exercise manage- functions or are employed in a confidential capacity abour relation matters. Municipalities and seasonal ployers who operate for less than four months a year no longer excluded from the definition of "em- yer." Previously, a municipality could elect to be ered by the Act.

de unions

New Brunswick, in order to be considered a trade on under the Act, a union must now have a written stitution, rules or by-laws setting forth its objectives membership requirements. This provision was de- d from the Prince Edward Island Act. The Acts of h provinces were made specifically applicable to ncils of trade unions. In Prince Edward Island a



trade union council, by definition, must have been vested with appropriate authority by any of its constituent unions to enable it to discharge its responsibilities as a bargaining agent. In New Brunswick, before certifying a trade union council, the Board must be satisfied that its members have vested it with such appropriate authority.

Employers

The Prince Edward Island Board is given authority to treat associated or related businesses as a single employer for labour relations purposes. A similar provision was introduced last year in Ontario. The New Bruns-

wick Act identifies the employer in logging operatio as the limit holder unless he files with the Board a list bona fide contractors cutting on the land, who are th considered the employers.

Legal entities

Under the New Brunswick Act, trade unions and e ployers' organizations are declared legal entities purposes of suing or being sued or for any purposes the Act for which provision is not otherwise made.

Voluntary recognition

The Nova Scotia, New Brunswick and Prince Edwa Island Acts accord, to unions voluntarily recognized the employer, a status similar to that of certified unio The nature of the status differs in each of the thr provinces.

In Nova Scotia, an employer and a trade union m sign an agreement recognizing the union as the exc sive bargaining agent for a unit of employees defined the agreement. The filing of the recognition agreem with the Board confers upon the voluntarily recogniz union the same status as a certified bargaining age and the provisions of the Trade Union Act to apply it.

This official recognition cannot be obtained if anoth union has applied for certification. A 1971 amendme prohibits also recognition where the union does not re resent a majority of the employees. The Board is to d cide any question regarding majority status and any lated question on the application of a trade unio Where an employer has posted a copy of the recogn tion agreement, the application must be made within days.

The New Brunswick Act also makes provision for t signing of recognition agreements. The Act is worded such a way that most of its provisions apply to volu tarily recognized unions. In several instances spec procedures are established for such unions, e.g., revoc tion of bargaining rights. The dispute settlement proc dures are made available to unions and employers w have signed a recognition agreement and are negoti ing a first collective agreement.

Although the Prince Edward Island Act makes no ov reference to voluntary recognition, it also is worded such a way that most of its provisions apply to volu tarily recognized unions. Because, in effect, a union o tains recognition by entering into a collective agre

nt, dispute settlement procedures are available to n unions only during negotiations for a second or sequent agreement.

der the earlier Nova Scotia and New Brunswick s, some provisions applied to recognized unions. For ance, all bargaining agents bound by a collective eement were protected from challenge, in that appli- on for certification could be made only during the two months of an agreement, and dispute settle- nt procedures were available during negotiations for ewal of an agreement. The Prince Edward Island applied essentially to certified unions.

plication for certification

New Brunswick, as before, application for certifica- n may be made by a union claiming as members in od standing a majority of the employees in an appro- ate unit. This provision has been reworded in Prince ward Island. Application may be made by a union ming that a majority of employees in the unit wish union to be certified as their bargaining agent.

th Acts, and particularly the New Brunswick Act, out- e in detail the time periods during which application certification may be made. These periods vary ac- ding to the bargaining situation in the unit, for ex- ple, whether there is a certified bargaining agent or lective agreement or not. The length of the agree- nt is also a factor. No application may be made dur- a lawful strike or lockout, except with the consent of Board in Prince Edward Island or, in New Bruns- k, until six months after the beginning of a strike or kout or seven months after the right to strike or lock- has been acquired, whichever is earlier.

rtification

order to be certified under the Prince Edward Island , a trade union must satisfy the Board that a major- of the employees in an appropriate unit wish the ap- cant union to be certified as their bargaining agent. order to determine the wishes of the employees, the ard may take whatever steps it deems appropriate, luding the taking of a representation vote. Previ- ly, in order to be certified a union had to have a ma- ity of the employees as members in good standing. ly persons who had been employed for at least 30 endar days could take part in a representation vote.

determining what constitutes a majority of the em- yees, the Board may consider an increase in the mber of employees in the unit after the application certification was made, or an anticipated increase.

Certification is prohibited if the union discriminates against any person because of his race, creed, colour, sex, nationality, ancestry or place of origin or, as previously, if the union is employer-dominated. Reference to unions whose administration, management or policy is contrary to the public interest has been deleted.

In New Brunswick a trade union is entitled to a representation vote if it can demonstrate that not less than 40 per cent of the employees are members in good standing. Where the Board is satisfied that the union has a majority, it may certify without a vote. Certification is automatic for unions that can demonstrate more than 60 per cent membership. Where a vote is taken and more than 50 per cent of the eligible voters vote in favour of the trade union, the union must be certified. Employees who are absent from work during voting hours and who do not cast their ballots are not to be counted as eligible voters.

The Board has final authority to decide whether a person is a member in good standing of a union. Employees who have applied for membership in the union and have paid at least $1 in dues are to be included as members in good standing. The Board is authorized to make its decision without regard to the eligibility requirements of the union constitution, where it is satisfied that the union has established the practice of admitting members without regard to these requirements. The New Brunswick Board is empowered also to recognize "mixed crews." It may include in a bargaining unit persons who, as part of a work crew or team, perform the skills of more than one craft.

Both provinces have made provision for a pre-hearing vote at the request of the union. Where certification is refused, the New Brunswick Board has authority to set the time which must elapse before the union may again apply for representation of the same unit. A similar provision already existed in the Prince Edward Island Act.

Effect of certification

A section has been added to the Prince Edward Island Act providing that a newly certified union replaces an existing bargaining agent and is substituted as a party to an existing collective agreement. The former New Brunswick Act already contained such a section, which further provided that the collective agreement could be terminated upon two months notice to the employer. The agreement may now be terminated at any time by

mutual consent, or upon notice by the trade union. The time for giving the notice varies with the term of the collective agreement. The Board may give consent to terminate the agreement at an earlier time. Both Acts make provision for application to amend a certification order.

Notice to bargain

In Prince Edward Island notice to bargain for the renewal of an agreement is to be given during the period prescribed in the agreement or, where the agreement is silent on the matter, at least two months before the end of the agreement. Negotiations must begin within 20 days, or a longer period agreed to by the parties. Previously, notice could be given during the last two months of the agreement and negotiations had to begin within 15 days, or a longer period agreed upon.

In New Brunswick, where notice has been given for a first collective agreement and where the bargaining agent requests it, the employer must furnish a statement of the classifications of employees in the unit, with the number of persons and rates of pay within each classification. Where there are no classifications, he must provide a list of all the employees in the unit with their rates of pay.

Notice for the renewal of a collective agreement may be given between the 90th and 30th day before the expiration of the agreement, rather than during the last two months of the agreement. Collective agreements may provide for a longer notice period. Where the parties to a collective agreement renew the agreement upon less than the notice required, the Board may, on application, require the parties to show cause why the agreement should not be cancelled and another union permetted to apply for certification.

Altering working conditions

In New Brunswick, employers are forbidden to alter any rights, privileges or duties of the employer or employees without the consent of the trade union from the time an employer is notified by the Board that an application for certification is pending until the application is dismissed or notice to bargain is given. As previously, a similar prohibition applies from the time notice to bargain is given until the parties have concluded a collective agreement or the right to strike or lock out has been acquired. The latter provision has been reworded and made applicable to trade unions as well as employers.

Where notice to bargain for the renewal of an agree ment has been given and no collective agreement is i force, any differences as to whether this provision wa complied with are to be referred to arbitration as if th agreement was still in operation.

The Prince Edward Island provisions in this regar have been reworded. Working conditions must not b altered without the consent of the Board while certifica tion is pending or without the consent of the trad union during collective bargaining. Formerly, conser "by or on behalf of the majority of employees" wa required.

Employer and union groups

The New Brunswick Act introduced special provisior applicable to non-accredited employers' organizatior and uncertified councils of trade unions in order to cla ify multiple bargaining situations. These provisions ar described below in terms of employer organization equivalent provisions apply to trade union councils.

Notice to bargain given by an employers' organizatio that has a collective agreement is deemed to be given o behalf of all its members, including an employer who ha ceased to be a member but has not notified the union this fact. An employers' organization that begins colle tive bargaining must deliver a list of the employers c whose behalf it is bargaining to the trade union, to eac employer on the list and to the Board. If this is n done, it is deemed to bargain for all its members, unle an employer notifies the union within 14 days of noti to bargain that he will not be bound by the agreemen An employer who withdraws from an employers' orga nization remains bound by any agreement in force the time of withdrawal.

Termination of bargaining rights

The new Prince Edward Island Act introduces time lin its during which application for revocation of certifica tion may be made. These limits are similar to thos which govern application for certification. In Ne Brunswick, detailed time limits are established for ap plication of termination of bargaining rights (certific tion and voluntary recognition).

Conciliation and mediation

In Prince Edward Island the Minister may appoint conciliation board where a conciliation officer fails t bring about agreement. Previously, the board could als

appointed "in any other case." Instead of appointing onciliation board, the Minister may now appoint a diator, who is to have the same powers as a conciliaı board.

New Brunswick, as under the previous Act, on the uest of a party or upon his own initiative, the Minr may appoint a conciliator, and subsequently a conation board where the conciliator has failed to bring ut agreement. He must now notify the parties within ays of the request whether he deems it advisable to oint a conciliator and within 15 days whether he will oint a conciliation board.

A mediator may be appointed instead of, or in addition to, a conciliator. The Minister may appoint a mediator at any time before he has appointed a conciliation board or has advised the parties that a board will not be appointed. Where conciliation has not led to a collective agreement within 15 months, another conciliator may be appointed at the joint request of the parties.

Preventive mediation

Both Nova Scotia and New Brunswick have provided for preventive mediation, making skilled assistance available at an early stage of the collective bargaining process. The Minister may appoint a mediation officer whenever he is satisfied that the officer could settle or prevent a labour-management dispute.

In certain circumstances, the mediation officer may report as if he were a conciliator. This may be done with the consent of the Minister where the officer is unable to settle a collective bargaining dispute. In New Brunswick, the appointment of a mediation officer does not affect any right to strike or lock out, except where he is reporting as a conciliator.

Collective agreements

Under the New Brunswick Act, every collective agreement must recognize the trade union, council of trade unions or accredited employers' organization that is a party to the agreement as the exclusive bargaining agent for the employees or employers in the unit. Where this provision is lacking, it may be added by the Board on the application of either party.

Collective agreements must be written, duly ratified where ratification is required, and filed with the Minister and the Board. Any subsequent revision must also be filed. There must be only one collective agreement at a time for a bargaining unit. A collective agreement must not be terminated before it ceases to operate in accordance with its provisions or before it may be terminated under the Act, except with the consent of the Board on the joint application of the parties. An agreement made for a term of more than one year may be terminated, however, at any time after the first year by consent of the parties or at the end of the final year upon two months notice.

Final settlement clauses

The final settlement clause was amended in both Prince Edward Island and New Brunswick. The Prince Edward Island Act requires that every collective agreement pro-

vide for the final and binding settlement by arbitration, without stoppage of work, of all differences arising out of its interpretation, application, administration, operation or alleged violation, including whether any matter is arbitrable. Where such a provision is missing, the arbitration section of the Act, which provides for a three-member board as a final step, will apply.

Where, in the opinion of the Board, the arbitration provisions of the agreement are inadequate or the provisions of the Act unsuitable, the Board may modify them on the application of either party. The arbitration board must report within 21 days of the appointment of its chairman. As in several other provinces, arbitrators are authorized to substitute another penalty where an employee has been discharged or other wise disciplined for cause and the collective agreement does not provide a specific penalty for the infraction.

The provisions of the New Brunswick Act are similar, except that settlement "by arbitration or otherwise" is mandatory. Ontario is the only other province to refer solely to arbitration. The New Brunswick board must report within three months of its appointment, or a longer period if the parties agree. Arbitration awards may be made enforceable as orders of the Supreme Court.

Where a collective agreement is no longer in operation and notice to bargain has been given, the final settlement provisions are to continue in effect until the right to strike or lock out has been acquired. The Acts of both Prince Edward Island and New Brunswick formerly provided that where a final settlement clause was absent from a collective agreement, it could be prescribed by the Board on the application of either party.

Strikes and lockouts

Collective agreements in both New Brunswick and Prince Edward Island must provide that **there will be no strikes or lockouts as long as the agreement continues to operate.** In default of such a clause, a provision to this effect in the Act will apply.

The Prince Edward Island provisions governing strikes and lockouts are clarified. As previously, work stoppages are prohibited until conciliation has been completed and, in case of a strike, a majority of the employees have voted in favour of a strike. A strike vote may now be taken 21 days after the report of the conciliation officer has been filed, or, where a conciliation board or mediator is appointed, seven days after the filing of that report.

The New Brunswick strike and lockout provisions we extensively amended. The definition of "strike" ar "lockout" were changed. Under the revised redifinitio "strike" includes: a cessation of work; a refusal to wo or to continue to work by employees in combination in concert or in accordance with a common unde standing; or a slow-down or other concerted activity the part of employees designed to restrict or limit ou put. No act or thing required by the provisions of a co lective agreement for the safety or health of employee however, shall be deemed to be an activity intended restrict or limit output. "Lockout" includes: the closir of a place of employment; a suspension of work; a sul stantial alteration in the normal pattern of operation a place of employment; or a refusal by an employer continue to employ a number of his employees, dor with a view to compel or induce his employees, or to a another employer to compel or induce his employees, refrain from exercising any rights or privileges und this Act or to agree to provisions or changes in prov sions respecting terms or conditions of employment the rights, privileges or duties of the employer, the em ployers' organization, the trade union, the council trade unions or the employees.

Strikes and lockout are prohibited until seven days aft one of the following circumstances occur: the Minist announces that he does not consider it advisable to a point a conciliator or mediator; he likewise decid against the appointment of a conciliation board follow ing conciliation or mediation; or he releases the repo of the conciliation board to the parties.

A strike cannot take place until a majority of the em ployees in the bargaining unit affected have voted in f vour of a strike; or a majority of the members of a trad union or council of trade unions affected have voted favour, and this majority includes a majority of the em ployees in the bargaining unit. In the former case, on employees who have been employed for three month may vote, and persons absent from work are not to b counted as employees. A favourable strike vote does n bind a bargaining agent, trade union or employee strike.

A lockout vote must be held where two or more em ployers, or the members of an employers' organizatio whether accredited or not, are involved. A lockout ma take place if a majority of the employers who employ majority of the employees vote in favour of the lockou Only employers who actually vote are to be included determining this double majority.

fore a strike or lockout may commence, the other rty must be given 24 hours notice. The threatening of unlawful strike or lockout is prohibited. The Board is thorized to inquire into an allegation made by one of parties that a strike or lockout is illegal.

cketing

new section of the New Brunswick Act prohibits pick-ng unless it is associated with a legal strike or a lock-t. During a lawful strike or lockout members of the de union or persons authorized by it may picket the ployer's place of business, operations or employ-nt, so long as they do not engage in otherwise unlaw-acts. They may persuade or attempt to persuade per-ns not to enter the employer's premises, deal in or handle his products or do business with him. All other picketing is prohibited. There are similar provisions in the Alberta, British Columbia and Newfoundland laws.

Successor rights

In line with the current trend, Nova Scotia, Prince Edward Island and New Brunswick empowered their respective Boards to decide whether a union has acquired successor rights. In New Brunswick similar provisions apply to employers' organizations. **All three provinces enacted also provisions governing the transfer of a business from one employer to another, similar to those in Ontario** The former Nova Scotia provisions were pri-

marily directed at a sale or transfer for the purpose of avoiding certification or an existing collective agreement.

Jurisdictional disputes

The provisions authorizing the Nova Scotia Board to issue cease and desist orders regarding work stoppages caused by unlawful strikes or lockouts or jurisdictional disputes were amended. The Board may issue an order requiring compliance, upon complaint by any person claiming to be involved in or affected by a stoppage of all or any part of normal work activity. The complaint may be made by a trade union, employee, employer, employers' organization, and any agent, attorney or counsel for any of these persons or groups. Previously, a complaint could be made only by a trade union or employer in circumstances where a stoppage involved all or a substantial part of the normal activity.

An interim order or a decision of the Board, made after a hearing, has the force of law and is binding on the persons involved in or affected by the work stoppage. Failure to comply with such an order is an offence under the Act. The Act no longer requires filing of an order with the Supreme Court to ensure compliance.

In the case of a jurisdictional dispute, an interim order or decision may direct the assignment of work to employees of a specific trade or craft or a specific trade union. This occurs unless an agreement respecting the assignment of work between the employer and the union or unions involved in or affected by the dispute is filed with the Board, or the dispute is submitted to a tribunal or to arbitration for a final decision. The latter exception is new.

A complaint may now also be made where a person has reasonable grounds for believing that a work stoppage as a result of a jurisdictional dispute is likely to occur. Where the Board is satisfied that a work stoppage is likely to occur, it may issue an interim order directing the assignment of work. A trade union, employer or employers' organization involved may apply to the Board for a review of such a preventive interim order. The Board is then required to hold a hearing and may confirm, vary or revoke the interim order.

New Brunswick has made detailed provision for the settlement of jurisdictional disputes. The Board may inquire into a complaint regarding work assignment and direct what action must be taken. The direction may be made binding on the parties for existing or future jo in such a geographic area as the Board deems advisab and the Board may alter bargaining units. Parti bound by a collective agreement containing provisio for referral of work assignment disputes to a tribun may not make a complaint.

A private settlement procedure is established for juri dictional disputes in the construction industry. Eve trade union or council of trade unions and employer employers' organization must file with the Board t name of a resident of New Brunswick authorized to a as its jurisdictional representative by a date to be esta lished by regulation or within 15 days of signing a co lective agreement, whichever is later.

Upon receiving a complaint, the Board must immed ately notify the representatives, who must meet fort with and report within 14 days. The Board cannot pr ceed with an inquiry until this period has elapse Instead of designating jurisdictional representatives, union and employer may make arrangements to resol their differences by reference to a tribunal. The Boa must postpone an inquiry until the difference has be dealt with in accordance with the arrangement.

Where a jurisdictional tribunal or representatives ha not been designated or where the designation inappropriate or inadequate, the Board may (up complaint and application) prescribe an appropria tribunal, having regard to the established practice of t industry concerned. Where a complainant alleges that strike is imminent or taking place, the Board may ma an interim order regarding the assignment of work.

The unanimous decision of jurisdictional represent tives must be filed with the Board. The Board must en body the decision of the jurisdictional representatives i an order, and may do so for the decision of a tribuna All Board orders regarding jurisdictional disputes ma be filed with the Supreme Court, upon which they b come enforceable as orders of the Court.

Unfair labour practices

The sections of the New Brunswick Act outlining pr hibited practices were expanded and parallel provisio were made applicable to trade unions and employer Several changes were also made in the Prince Edwar Island provisions. Some of the more significant of th new provisions are described below.

New Brunswick, bargaining and collective agreents with a union where another union already has gaining rights are prohibited. Employers' organizas, trade unions and councils of trade unions are forden to expel, suspend or impose penalties on mems for refusal to participate in an unlawful lockout or ke. Reprisals against complainants and persons parpating in proceedings under the Act are also made air practices.

Prince Edward Island, the clause prohibiting an emyer from participating in, or interfering with the forion or administration of, a trade union was rded. An employer is now forbidden to participate in nterfere with the formation, selection or administrai of a trade union or other labour organization; or representation of employees by a trade union or er labour organization.

employer does not violate the provisions of the Act e expresses his views on collective bargaining or the ns and conditions of employment as long as he does use coercion, intimidation, threats or undue inence; provides free transportation to trade union repentatives for collective bargaining purposes; permits use of his premises for trade union business; or, as viously, permits employees or trade union represenves to confer with him or attend to union business hout deductions in pay. **Failure to bargain collecly in accordance with the Act and the calling, authorg, counselling, procuring, supporting, encouraging or gaging in an unlawful strike or lockout are made un- practices.**

w Brunswick introduced provisions governing the ckoff of union dues. An employee is protected inst dismissal under the terms of a union security vision in cases where he has been expelled or susnded from or denied membership in the union beuse of membership in another union, activity against union or on behalf of another union, or been disminated against in the application of union memberp rules where he is qualified to engage in the trade or rk and is otherwise eligible for membership. This vision does not apply where the employee has enged in unlawful activity against the union or where activity against the union or on behalf of another on has been instigated by the employer or where the ployer has participated in the activity or contributed ancial support to it. Where an employee is required belong to a specified trade union, his membership st not be subject to different terms and conditions n are generally applicable.

Certain restrictions are placed on a voluntarily recognized union as regards union security provisions, except in the construction industry. The union must have 55 per cent membership unless it has had a collective agreement for at least a year or the employer, with whom it has a recognition agreement, becomes a member of an employers' organization that is bound by a security clause.

The Prince Edward Island union security provisions have been reworded. Collective agreements may contain provisions granting preference in employment to the members of a specified trade union or requiring the payment of dues or membership in a specified union as a condition of employment. A bargaining agent must not require an employer to discharge an employee for non-membership if such membership is not available to the employee on the same terms and conditions generally applicable.

In New Brunswick, trade unions are guaranteed right of access to employees who reside on land owned or controlled by the employer or a person owning or having an interest in land. The Board may issue a permit to union representatives for any purpose relating to the formation, organization, selection or administration of a trade union or for soliciting membership.

Jurisdiction over unfair practices complaints is transferred from the courts to the Board. The Chief Executive Officer may inquire into the complaint and endeavour to reach a settlement. Alternatively, he may appoint (with the Minister's consent) a conciliator, inquiry officer or any other person to conduct the inquiry or he may refer the matter to the Board. A complaint must be made within 60 days but the Board may reject a complaint that is without merit. The Board may issue a cease and desist order and orders requiring the employer and the trade union to rectify the problem. The order may require the hiring or reinstatement of an employee, with or without compensation, or compensation in lieu of hiring or reinstatement. All such orders may be made enforceable as orders of the Supreme Court by filing with the Court.

The Prince Edward Island unfair labour practices enforcement procedures were amended. The Board may hold a hearing rather than being required to do so. The Board is authorized to direct an employer to hire, as

well as reinstate a person. The burden of proof that an action was taken for good and sufficient reason and not in violation of the unfair practices section is placed on the person charged.

Boards

The New Brunswick Labour Relations Board has been reconstituted as the Industrial Relations Board. It is to consist of a chairman, one or more vice chairmen, and members and alternate members equally representative of employers and employees generally, and in the construction industry in particular. Divisions of the Board, in addition to the Construction Division, are possible. The chairman and vice-chairmen are to be appointed for a maximum term of 10 years and the other membe for a maximum term of four years. Previously, t Board could be made up of a chairman, an alterna chairman and a maximum of four members, and could sit in two Divisions.

The powers and duties of the Board are set out in deta Provision is made for the appointment of Chief Exec tive Officer, who is to be a member of the Executi Committee. He must report annually to the Minister r garding the activities of the Board. The decisions a orders of the Board are not subject to review in a court. A similar provision was introduced in Prince E ward Island, where the Board's decisions were former subject to review by the Supreme Court. In Prince E ward Island, the Board may provide, by regulation, f the appointment of one or more vice-chairmen fro among its members.

Enforcement

In Nova Scotia, it is an offence not to comply with a interim order or a decision of the Board concerning a unlawful strike or lockout or a jurisdictional dispute, with the decision of an arbitrator under the provisio for final settlement of disputes in the construction i dustry. As well, **it is now an offence not to comply wi Board orders made after inquiry into complaints of u fair labour practices or of failure to bargain collectivel** The penalties are the same as those established for ge eral offences under the Act. In unlawful strikes or loc outs and in jurisdictional disputes, each day of no compliance constitutes a separate offence. It is no long required for enforcement that Board orders in unfair l bour practice cases or interim orders regarding strik or lockouts and jurisdictional disputes be filed with th Supreme Court.

The Act further provides that any person entitled payment of a sum of money awarded in any Board o der or by an arbitrator in the construction industry ma recover the amount owing by civil action. The fines pr vided for in the Act were considerably increased.

In Prince Edward Island, one penalty is instituted f violations of the Act or any decision or order under th Act, including Board orders regarding unfair labo practices and arbitration awards. Each day of violatio constitutes a separate offence.

In New Brunswick, a procedure is introduced for i quiry into unfair practices complaints (already d scribed) and into complaints regarding failure to ba gain as required by the Act. In the latter case, th

plaint is to be made to the Minister, who may refer the Board for inquiry. The Board may dismiss the plaint or issue an order requiring compliance. Fail- to comply with the order may lead to revocation of ification or accreditation, or termination of other gaining rights. The maximum fines established un- the Act have been increased, and each day of viola- constitutes a separate offence. A one-year limit is ced on prosecution.

nstruction industry

va Scotia and New Brunswick have provided for a cial division of the Labour or Industrial Relations rd to deal with the construction industry. The Nova tia Construction Industry Panel is to consist of three mbers, one of whom is to be chairman. The chair- n may be appointed a vice-chairman of the Board. ee alternate members may also be appointed, or a mber of the existing Board may be designated to act he absence of the chairman or a member or in the e of a vacancy. The Panel may make its own rules has final authority to determine whether a matter tes to the construction industry.

e size of the New Brunswick Construction Division is specified in the Act. Its members and alternate mbers are to be equally representative of employers employees in the industry and one of the vice- irmen of the Board is to be designated as chairman he Division. The Chairman of the Board, however, y shift assignments between members of the Board the Division.

e powers of the Division are similar to those of the va Scotia Panel. Where a matter does not relate to construction industry, the Division must decline ju- iction. The Board or any division of it may, on the er hand, act in a matter relating to the construction ustry.

creditation

w Brunswick has introduced an accreditation system employers in the construction industry similar to the in effect in Ontario. Exclusive collective bargaining nts will be granted to an employers' organization ich is able to demonstrate majority support among onized employers in a particular geographic area industrial sector.

erta and British Columbia have also provided for ac- ditation, although in British Columbia, accreditation not restricted to the construction industry. An em- ployers' organization in the construction industry may apply to the Industrial Relations Board for accredita- tion as the sole bargaining agent for a unit of employers.

A bargaining unit of employers is to consist of all the employers in a geographic area in a particular sector of the industry in respect of whose employees a trade union (or council of trade unions) has bargaining rights. The Board will determine what constitutes an appro- priate unit of employers for collective bargaining pur- poses, and may combine geographic areas, sectors of the industry, or both, or parts of them.

In order to be accredited, the organization must repre- sent a majority of the employers in the area and sector. In addition, the majority of employers thus represented must have in their employ the majority of employees represented by the trade union. The Act outlines the tests that the Board must apply to determine this double majority.

Before granting accreditation, the Board must satisfy it- self that the employers' organization will be able to carry out its obligations. It must be a properly consti- tuted organization and its members must have vested it with the necessary authority. The Board may postpone its decision on the application to allow the employers time to vest appropriate authority in the organization. **Accreditation is prohibited where there has been union participation in the formation or administration of the employers' organization.** The accredited organization has exclusive bargaining rights for all employers in the bargaining unit and a collective agreement entered into by the organization and the trade union is binding on such employers and their employees.

Any employer in the unit may apply to the Board for a declaration that the accredited organization no longer represents the employers in the bargaining unit only during the last two months of the term of a collective agreement, or alternatively, where no collective agree- ment has been made in the one year following accredi- tation, at any time after this one-year period. Where no- tice to bargain as required by the Act has not been given, or collective bargaining is not commenced or is interrupted, an application may be made by any em- ployer, trade union, council of trade unions or employee concerned in the matter. When accreditation is termi-

nated, the collective agreement ceases to operate and the union may give notice to bargain to any employer in the unit.

An employer who is represented by an accredited employers' organization must comply with the directives of the organization regarding a strike or lockout, provided the directive is not contrary to any provisions of the Act. Agreements between the union and individual employers in the unit to provide employees during a legal strike or lockout are prohibited. The Act does not prevent the employer from attempting to carry on his business during a strike or lockout.

In Ontario, Bill 167, which provided for accreditation of employer associations in the construction industry, went into force on February 15, 1971. An attempt was made to extend existing collective agreements for one year in order to implement the accreditation system.

Certification and other matters

In Nova Scotia, application for certification may now be made to the Construction Industry Panel by a trade union having as members at least 35 per cent of the employees in the unit applied for. Formerly, an application was permitted only where the union claimed to have the support of a majority of the employees.

The Construction Industry Panel must determine immediately if the unit applied for constitutes an appropriate unit and the percentage of union members in good standing in the unit. In determining this percentage, the Panel may require the employer to file a list of his employees, verified by statutory declaration, together with any other information regarding the employees that it may require.

After determining that the union has 35 per cent or more, but not more than 50 per cent, of the employees as members, the Panel must immediately hold a vote. A union with more than 50 per cent membership is to be certified without a vote. Previously, a vote had to be held in every case, after the Board had determined that the unit was appropriate for collective bargaining. Where a vote is ordered, certification is to be granted if the results of the vote demonstrate that the employees have selected the trade union as their bargaining agent.

As previously, an order of certification must be issued forthwith, and the order constitutes notice to commence collective bargaining. Where the Panel is not satisfied that the trade union is entitled to be certified, it must issue an order dismissing the application, and may establish the lapse of time before the union may again apply for certification for the same bargaining unit. Provision is now made for review of an order dismissing the application for certification. The Panel must hold a hearing at the request of the union, and may revoke the order.

The Panel is authorized to limit applications for certification to designated geographic areas. It may designate the whole province or any part of it as a geographic area. Previously, "construction industry" was defined in such a way as to restrict bargaining units established under the special construction industry certification procedure to on-site employees.

The Trade Union Act now requires that every collective agreement contain provisions for the final settlement of disputes arising during the life of the agreement, by arbitration or otherwise. The usual procedure is the appointment of a three-member board. A different procedure is made applicable to the construction industry.

If the parties cannot resolve a dispute, they must agree on the appointment of a single arbitrator by midnight of the day on which the dispute arises. When one of the parties advises the Minister that this has not been done, the Minister may appoint an arbitrator. He is also authorized, with the written consent of the parties, to appoint an arbitrator for the term of a collective agreement or for a term specified in the appointment.

The arbitrator must render his decision within 48 hours unless the parties agree to a longer period, and he must report to the Minister. The decision of the arbitrator may require compliance with the collective agreement in the manner stipulated and the reinstatement of a dismissed or suspended employee, with or without compensation. It is an offence not to comply with an arbitrator's decision. The costs of arbitration are to be shared by the parties and the Department of Labour, a third to be paid by each, in accordance with a scale of fees and expenses approved by the Minister.

scope of the construction industry in New Brunsis extended to include off-site employees comly associated with on-site employees in work or barring. Bargaining units are to be geographic areas, isting of a part of, or the entire province. A unit be confined to a particular project only where circstances warrant it. Upon receiving an application ertification, the Board must immediately determine ther the unit is appropriate for collective bargaining whether the union has a majority in the unit. If sat-d on these points, it must certify the union with.

etermining the number of employees and union bers in the unit, the Board need not consider any ease in the number of employees after the appli-n for certification was made. In order to determine percentage of union members, the Board may re-e the employer to file a list of employees, verified by tory declaration, together with any other informait requires. The Board may certify a union or reject application without a hearing. In the latter case, it set a time limit barring further applications by the n for the unit. A hearing must be held at the est of the employer or other union.

employee in the unit may apply to the Board for a aration that a certified or recognized union no er represents the employees in the unit, where no ctive agreement has been concluded within six ths. A similar application may be made in the case recognized union between the 10th and 12th ths of the term of the collective agreement.

otiations must begin within 10 days of notice to bar-. The conciliation period (14 days) may be extended greement of the parties. It may also be extended by Minister on the advice of the conciliator or mediator at agreement may be reached within a reasonable od. A conciliation board must report within seven ; the time limit may be extended by 15 days or er. A collective agreement between an employer a certified or recognized union is to be valid, de-the fact that there were no employees in the unit at ime it was entered into.

Prince Edward Island has also introduced a special certification procedure for the construction industry, applicable to on-site employees. Upon receiving an application for certification, the Board must immediately determine if the unit is appropriate and if the majority of the employees wish the trade union to be certified as their bargaining agent. If satisfied regarding these matters, the Board must issue the certification order at once, without holding a hearing. The employer may appeal the order within 10 days, upon which the Board must conduct a review. The bargaining unit may be a geographical area, and need not be confined to a particular site or project. The certification order constitutes notice to bargain and bargaining must begin within 10 days or a longer period mutually agreed on.

Québec construction

The Québec Construction Industry Labour Relations Act provides for multi-trade and multi-party bargaining in the construction industry on a regional or provincial basis. The five employer and two employee associations recognized by the Act as representative must negotiate a single agreement which will then be adopted as a decree by order of the Lieutenant-Governor in Council.

Failure to reach agreement during the second round of bargaining in 1970 led to strikes and the enactment of back-to-work legislation. Under the terms of this law, when agreement was not reached on all matters, **the Government adopted a decree, effective January 1, 1971, that set employment conditions for the industry until April 30, 1973.**

Bill 68, which went into force December 19, 1970, made some necessary amendments to the main Act to clarify and facilitate the administration of the decree. The scope of the Act was modified and provision made for the appointment of a building commissioner and an advisory committee to settle questions regarding the coverage of the Act. The Minimum Wage Commission was charged with the administration of the decree for a limited period. The provisions permitting special negotiations for large construction projects were repealed.

The Act may be extended by regulation to cover specified construction-related work. A regulation was issued on January 2, 1971 concerning the installation, repair

and maintenance of machinery and equipment; work done partly on the job site and partly in the shop; and the transportation of employees.

Decrees are administered by parity committees. The administration of the current decree was entrusted, however to the Minimum Wage Commission until June 30, 1971 at the latest. This period was extended by Bill 55 (in force July 1, 1971) until a Construction Industry Commission is established. The 14-member Commission is to consist of six members designated by representative employee associations, six by the employer associations, one by the Minister of Labour and Manpower and a chairman designated by the employer and employee representatives. This Commission is to be a corporation with powers similar to those of parity committees set up under the Collective Agreements Act. It is to have an office in each region referred to in the decree.

A Construction Industry Social Benefits Committee will also be established, to administer the insurance and superannuation provision of any construction decree. Previously, this was entrusted to the joint advisory committee established under the Supplemental Pension Plan Act.

The Collective Agreement Decrees Act contains penalties for failure to properly carry out the provisions of a decree. Similar but more severe penalties were inserted in the Construction Industry Labour Relations Act. Considerable increases were also made to the fines for unlawful dismissal and for rebates reducing wages.

In the case of a bankruptcy or winding up order, the directors of a company are personally liable for up to six months wages due. They must be sued within six months of the judgment acknowledging that the salary is due.

As of August 2, 1969, only certified associations could enter into collective agreements under the Labour Code. In 1970, recognized associations representing staff members and other employees of Hydro Québec or the City of Montreal, who had made a collective agreement, were deemed certified associations until January 1, 1972. An amending Act provides that these associations are to be permanently exempted from the provision requiring certification.

A new regulation concerning the quantitative control of manpower in the construction industry was passed effective August 7, 1971. It replaces the General Regulation respecting job security in the construction industry. Its provisions cover such areas as employer inventory, work permits, admission of employees and right of appeal.

The Construction Industry Commission, the body responsible for the observance of the Decree respecting the Construction Industry, must draw up and maintain for each region in particular and all regions combined a permanent inventory of employers and employees governed by the decree from the data submitted monthly by the employers. The analysis of the inventory indicates monthly and yearly for each region in particular and all regions combined, the number of employers in each specialty and the number of their employees in each trade or occupation; and, regarding specific groups of employees within every trade or occupation, the number of work permit holders, the average of standard and overtime hours worked, and the number of employees who have worked in the construction industry.

It is compulsory to have a work permit in order to work in the construction industry. The employee may hold only one permit and he must have it replaced each time he changes his address. He must produce the permit during working hours, if requested to do so by a representative of the Commission.

As of June 1, 1971 the Commission must issue a work permit to any employee who holds a permit issued by the Department under the previous regulation or who has worked during the preceding 18 months in the construction industry in Québec. The Commission is authorized to rule on all special cases submitted and may also issue a special or temporary permit.

Prior to January 1, 1972 the Commission must lay down standards governing the admission of new employees in the Construction Industry. Pursuant to these standards it must rule periodically on the number of new employees to be admitted by trade or occupation in the industry. When requested, the Department must provide the Commission a list of persons who obtain a certificate of qualification or apprenticeship booklet in the construction industry or trade. Any person refused a work permit may, within 15 days, appeal to the Min

no may alter the decision of the Commission. The ommission must submit to the Department a yearly port on the permanent inventory and monthly and arly reports on the analysis of information obtained rough the permanent inventory.

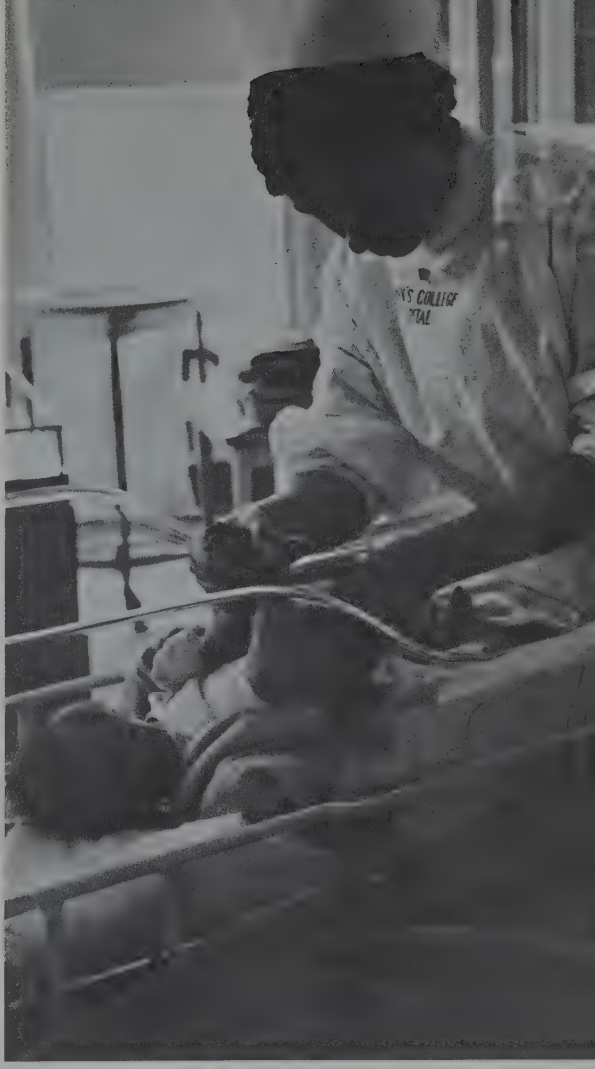
ne preamble states that the Department of Labour id Manpower together with the Construction Industry ocial Benefits Committee must make a study of methds in view of rationalizing the annual income of emloyees in the construction industry. Similarly, the Deartment, together with the Construction Industry ommission, must make a study of a regulation to enire the enforcement of the provision respecting freeom of association.

pecial groups

ova Scotia and Newfoundland have made provision r collective bargaining for fishermen who were not vered by the provincial industrial relations Acts beause they receive part of the proceeds of the voyage nd are therefore regarded as co-adventurers, rather han employees.

n Nova Scotia, the Trade Union Act was amended, effective March 18, 1971, to include fishermen as employees. The amendment was passed as the result of a proonged strike of deepsea trawlermen seeking to obtain oluntary recognition by two companies of the United ishermen and Allied Workers Union as their bargaing agent. Persons employed or engaged on fishing vesels of all types or in the operation of such vessels on the vater are to be covered, whether they are paid in wages r receive a share of the proceeds of the voyage or of he catch in lieu of or in addition to wages.

he Newfoundland Fishing Industry (Collective Barraining) Act, which went into force on June 6, 1971, **rovides for collective bargaining between associations f fishermen and the purchaser of the catch** regarding uch matters as the rate of pay for fish. The Act applies o all commercial fishermen not already covered by the abour Relations Act, i.e., fishermen who are not "emloyees" within the meaning of that Act. The new Act pplies particularly to all self-employed commercial ishermen, including those paid wholly or partly by hares of the catch. The new Act is patterned on the Laour Relations Act and makes similar provisions regarding such matters as certification, dues check-off and trikes.



A Fishing Advisory Board, consisting of three members who are in no way connected with fishermen, operators or their organizations, is to be appointed. Through the Department of Labour this Board is to provide information to the interested parties regarding such matters as fish markets, current prices for fish, and the financial capabilities of operators to pay.

Amendments to the Saskatchewan Teacher Salary Agreement Act advance the time limits for collective bargaining, provide for compulsory arbitration where

negotiations have failed, and for the appointment of the same board of arbitration for several negotiation areas.

The amending Act went into force on April 16, 1971. Where a salary agreement is about to expire, notice to bargain must be given no later than September 1 (previously October 15). Where no agreement has been reached by November 25 (previously January 7), the Minister of Education may appoint a conciliator. Where agreement is not reached by January 7 (previously February 15), conciliation is to cease and the conciliator must report to the Minister.

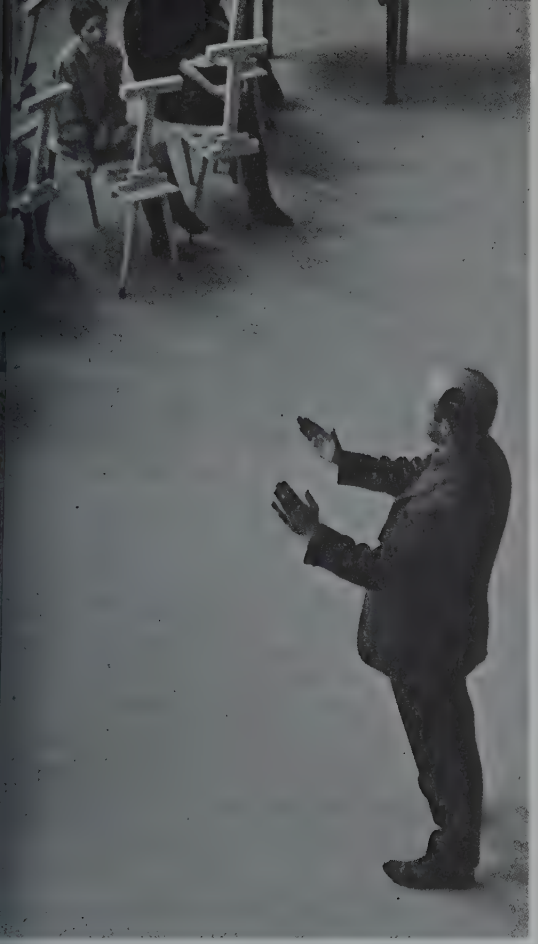
Where conciliation has failed, the Minister may now appoint an arbitration board without the request or consent of the negotiation committees. He must notify the committees immediately and each must provide him with a concise statement of its claims within 10 days. Where negotiations have failed in more than one negotiation area, the Minister may, with the consent of the negotiation committees, appoint as an arbitration board, a board already appointed for another area.

The Québec Act Respecting Collective Negotiations in the Education and Hospital Sectors requires that **collective agreements be negotiated on a provincial level in the educational and hospital sectors during the next round of bargaining** (for all collective agreements going into effect on or after July 1, 1971). Five bargaining tables are established—one in the hospital sector and four in the education sector (teaching and non-teaching staff employed by school boards and by general vocational colleges). The Act identifies the employer and employee associations that are to take part in the negotiations. The Government is to take part in the negotiations on the employer side. The agreements may stipulate that certain matters be settled on the regional or local levels.

The New Brunswick Industrial Relations Act introduced a provision **forbidding municipal firemen to strike.** Unresolved firemen's disputes must be referred to binding arbitration. The Lieutenant-Governor in Council was also empowered to issue an order prohibiting or preventing a strike of municipal policemen and requiring the dispute to be referred to arbitration where the Minister of Labour is of the opinion that adequate provision for the protection of public safety has not been made or is not likely to be made.

Under the Prince Edward Island Labour Act, **disput involving municipal policemen, full-time firemen and p sons employed by a hospital as defined in the Hospit Act must be referred to binding arbitration.** The Act n expressly forbids these employees to strike or engage any work stoppage. The provision governing hosp employees has been broadened; the former Act refer to persons required for the maintenance of "essenti hospital services.

The Alberta Firefighters and Policemen Labour Re tions Act, governing collective bargaining for munici firemen and policemen (with binding arbitration as final step), was amended to provide for a three-mem arbitration board. Previously, a five-member board w required unless the parties agreed to a three-mem board.



In Manitoba, an Act to amend the Labour Relations Act, effective March 1, 1972, **gave municipal policemen the right to strike.** Police disputes are to be settled by a special mediation procedure and, as a further safeguard, the Lieutenant-Governor in Council may stop or prevent a strike by making a declaration of essential work. The mediation and essential services provisions which already apply to Crown agencies were also amended.

Collective bargaining disputes involving municipal policemen as well as Crown agencies are to be settled by binding mediation, unless one of the parties refuses to accept the award of the mediation board. In such a case, the Lieutenant-Governor in Council is required to hold a hearing and to make an order confirming or varying the award. Unless a declaration of essential work is made, the bargaining agent is forbidden to take or authorize a strike vote, the employees to strike or the employer to declare or cause a lockout until seven days after the date of the order. Previously, if no declaration of essential work was made, a strike could take place within the 60-day period after the results of a Board-supervised strike vote were announced.

The mediation provisions apply to all disputes, whether the bargaining agent is certified or has been recognized by the employer by the signing of a collective agreement or by the entering into collective bargaining. Under the general provisions of the Act, conciliation services are not available during the first round of bargaining unless the union has been certified.

The Lieutenant-Governor in Council has authority to stop or prevent a strike or lockout involving policemen or employees of Crown agencies by making a declaration of essential work. The declaration may be made where the uninterrupted work is essential to the health or well-being of the people of the province or some of them, or the preservation of property within the province. The reference to the preservation of property is new.

A declaration of essential work is now to be valid for 14 days after it is made. Unless confirmed by resolution of the Legislative Assembly, it ceases to have effect on the fifteenth day. No further declaration may be made in respect of the same employer and employees concerning the same dispute. If the declaration is confirmed by the Legislature, it remains in force for the period specified in the resolution. The parties are bound by any order of the Lieutenant-Governor in Council confirming or varying the award of the mediation board.

The Manitoba Provincial Police Act was also amended to provide senior police officers with the right to bargain collectively. In order to have bargaining rights at least 50 per cent of the senior officers on the particular force must belong to an association composed only of senior officers and the senior officers must bargain separately

from other members of the police force. These provisions apply to members of a police force of the rank of inspector or higher and to civilians employed in a supervisory or confidential capacity. Chiefs and deputy chiefs are excluded. Previously, senior officers were excluded from collective bargaining because they did not come within the definition of "employee" in the Labour Relations Act.

Bargaining committees, whether representing senior officers or other policemen, must be made up of members of the particular police force. Where a police association is affiliated with a police organization or 50 per cent or more of the members of the police force belong to a police organization, the bargaining committee may be accompanied by a member of that organization in an advisory capacity. In addition, both the bargaining committee and the police commission may be accompanied by a legal counsel and one other adviser.

Police associations may only be affiliated with other police organizations. The Labour Relations Act prohibits certification of a trade union representing members of a municipal police force if that union is in any way affiliated with any provincial, national or international trade union.

Labour injunctions

In New Brunswick, when amendments to the Judicatu Act are proclaimed, an ex parte injunction may granted only where the judge is satisfied that a brea of the peace, injury to the person or damage to prope have occurred and is likely to be continued. **The inju tion cannot be for longer than four days, and a furth injunction cannot be granted unless new evidence is p vided.** Only acts expressly complained of may be p hibited and the injunction cannot be in broader ter than the circumstances require. An affidavit in supp of the application must be confined to facts within t personal knowledge of the deponent. The court may quire viva voce evidence in addition to affidavits.

The Nova Scotia Judicature Act was amended effect December 18, 1970. An ex parte injunction may granted only if the judge is satisfied regarding the f lowing matters: the case is a proper one for the granti of an injunction, a breach of the peace, an interrupti of an essential public service, injury to persons or sev property damage has occurred or is about to occur, a reasonable attempts have been made to notify the p sons or trade union affected by the application for injunction.

Emergency legislation

Saskatchewan

The Saskatchewan Essential Services Emergency A was amended effective April 16, 1971 to make it app cable to any labour dispute in the province, includi those of policemen and firemen, which placed the pu lic interest or welfare in jeopardy. The Act was su sequently repealed as of August 11, 1971. The Act ori nally applied to labour disputes involving pub utilities or hospital services that might place life, hea or property in serious jeopardy. It was amended in 19 to include, for a three-year period, construction indus disputes that might seriously jeopardize the econom welfare of the province or parts of it.

The Act was invoked by proclamation in regard to particular dispute. Once the proclamation was issue the strike or lockout had to cease. Unless the dispu was settled by the date fixed in the proclamation, it h to be referred to a three-member arbitration board fo binding decision.

ilure of a trade union, its officers and employees to do erything reasonably possible to end or prevent a strike uld lead to the union's decertification. The Act was ended to make an employer who failed to put a decin of an arbitration board into effect within 30 days ble to being prohibited from carrying on business in provinces.

va Scotia

gislation affecting the construction industry was ssed on July 8, 1971 during an emergency session of e Nova Scotia Legislature. The Construction Projects bour Relations Act resulted from a series of work ppages at the Michelin Tire Corporation construcn site at Granton that left the project three months hind schedule. Two Michelin plants are being built in e province, and the Government has made loans of 0 million to aid in the project. The loans are not guarteed by the French-based parent company. The Miner of Labour indicated that the Act is emergency legation not intended to apply generally to the nstruction industry.

he Act applies to the construction of industrial plants pected to cost more than $5 million where employees ould normally be represented by three or more trade ions. **Before construction of such a project may begin, e trade unions representing a majority of the trades inlved must have collective agreements for the project.** ll picketing is then prohibited. Collective agreements e to remain in force until completion of the project or r a three-year period, whichever is earlier, unless an greement is superseded by a new agreement. The miority of unions that do not have collective agreements hen construction begins must immediately begin egotiations.

Where negotiations fail, a work stoppage may take ace, but only for 30 days. At the end of the 30-day pe-od the strike or lockout must cease and the dispute ust be referred to binding arbitration. The contractor forbidden to replace striking employees during this eriod or to refuse to permit an employee to return to ork at the end of the period or to discharge an emoyee, if the work stoppage follows collective bargaing in accordance with the Trade Union Act. The wages nd conditions of employment of returning employees ust be the same as before the strike or lockout.

If the three-member arbitration board fails to bring about agreement within the period fixed by the Minister, it is to make a binding decision. The penalty for contravention of the Act is a maximum fine of $1,000 for individuals and $10,000 in any other case for every day that a work stoppage, picketing, failure to observe the arbitration award or other offence continues.

The Act or any part of it comes into force only on proclamation and may be made applicable to the whole or any part of the province. A proclamation may be revoked by the Governor in Council. The Act was proclaimed for the County of Pictou, where Granton is located, on August 31, 1971. The provisions setting a 30-day limit on work stoppages and governing compulsory arbitration, including the associated penalties, will remain in force only until April 30, 1972.

Federal Court of Canada

The Exchequer Court of Canada was transformed into the Federal Court of Canada. The Court, which consists of the Trial Division and the Appeal Division, was assigned new jurisdiction. Of particular interest is **the jurisdiction over federal boards, commissions and other tribunals, such as the Canada Labour Relations Board and the Public Service Staff Relations Board.**

Applications for extraordinary remedies such as injunctions against such boards must now be made to the Trial Division. The Appeal Division will have exclusive jurisdiction to hear applications to review and set aside judicial and quasi-judicial decisions or orders of these boards on the grounds that the board has failed to observe the principles of natural justice or exceeded or refused to exercise its jurisdiction, erred in law, or based a decision on erroneous finding of fact made in a perverse or capricious manner without regard to the material before it. The decision of the Appeal Division is final and not subject to further appeal. A board may at any time during its proceedings refer questions of law, jurisdiction or practice and procedure to the Appeal Division for determination.

General topics

Employment review

The seasonally adjusted unemployment rate for March was 6.0 compared with 5.8 in February, but was below the rates recorded in 1971. In the actual size of the labour force, there was an increase of 103,000 between February and March. There were above-average increases in all main age-sex groups—the largest gain being 46,000 for persons 14-24 years of age.

The actual number of employed persons increased to 8,016,000 in March from 7,928,000 in February, an above-average increase for this time of year. This increase was distributed among most industries with the largest gain registered in manufacturing. There were 642,000 unemployed persons in March. The unadjusted unemployment rate, representing actual unemployment as a per cent of the labour force, increased to 7.4 in March from 7.3 in February.

U.S. employment

Unemployment in March was 5,200,000 compared w 5,400,000 in February. The seasonally adjusted rate unemployment was 5.9 per cent compared with 5.7 p cent in the previous month; the actual rate of une ployment was 6.1 per cent compared with 6.4 per ce The civilian labour force was 85,410,000.

July credits

Labour Legislation in 1970-71, Part 5, p. 354, was p pared by the Legislative Research Branch of the Ca ada Department of Labour.

Certification before the CLRB, p. 375, is prepared the Employee Representation Branch of the Depa ment of Labour, and covers proceedings under the Ca ada Labour Code, Part V involving the functions of Canada Labour Relations Board, for which the E ployee Representation Branch of the Department is administrative agency.

Conciliation before the Minister of Labour, p. 377, ori nates with the Conciliation and Arbitration Branch the Department of Labour, and covers proceedings u der the Canada Labour Code, Part V involving the a ministrative services of the Minister of Labour and Conciliation and Arbitration Branch of t Department.

Photos. NFB: Cover, p. 330, 334, 335, 336, 348, 3 356, 359, 361, 364, 369, 370, 372, 380. The Public A chives of Canada: p. 326. Murray Mosher: p. 328. B Cunningham Photography, Don Mills, Ont.: p. 3 340, 341, 342, 344. Thomas Studio (Ottawa) Ltd.: 345. ILO: p. 347, 350.

Certification

e Canada Labour Relations Board met for three days ring April. The Board granted six applications for tification, one of which had been a request for review t which the Board dealt with as an application for tification. The Board rejected two applications for tification and terminated proceedings in four, which statistical purposes, are considered to have lapsed. It rmitted the withdrawal of three applications and or- red representation votes in two. Eleven applications certification were received during the month.

plications for certification granted. General Truck ivers and Helpers Local 31, General Teamsters Local 2, and General Drivers, Warehousemen and Helpers, cal 979, International Brotherhood of Teamsters, auffeurs, Warehousemen and Helpers of America, behalf of a unit of drivers employed by M & P ansport Ltd., working at and out of Burnaby, B.C., lgary and Edmonton, Alta., and Winnipeg, Man. wner-drivers were excluded from the bargaining unit G, Nov. 1971, p. 747).

ternational Union of District 50, Allied and Technical orkers of the United States and Canada, Local 13946, behalf of a unit of employees of Central Mortgage d Housing Corporation at Villeray Terrace, Mon- al, Que. (LG, May, p. 253).

ternational Brotherhood of Pulp, Sulphite and Paper ill Workers, Botwood Longshoremen, Local 161, on half of a unit of longshoremen employed by Price fld.) Pulp & Paper Limited, Grand Falls, Nfld., at its otwood stevedoring operation (LG, May, p. 253).

nadian Transportation Workers' Union No. 188, Na- nal Council of Canadian Labour, on behalf of a unit drivers employed by Guenther Tuckey Transports mited, Exeter, Ont. (LG, May, p. 253).

General Drivers, Warehousemen and Helpers Local 979, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Hill Security Ltd., Rexdale, Ont., working at and out of its terminal at Winnipeg, Man.

United Transportation Union on behalf of a unit of yardmasters employed by the National Harbours Board in its Railway Department in the Port of Montreal (See applications for certification received, below).

Applications for certification rejected. Cartage and Miscellaneous Employees Union, Local 931, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicant, Lapointe Transport Limitée, Longueuil, Que., respondent, and Robert Roy, et al., interveners. The application was rejected because it was not supported by a majority of the employees eligible to cast ballots in the representation vote conducted by the Board (LG, Feb., p. 89).

Canadian Food and Allied Workers, Local P-373, Amalgamated Meat Cutters and Butcher Workmen of North America, applicant, Inter-Ocean Grain Company Limited, doing business under the name of Weyburn Mills, Weyburn, Sask., respondent, and Bryan Bakken, et al., interveners. The Board found no employees in the proposed bargaining unit as members in good standing of the applicant as of the date of the application (LG, May, p. 253).

Representation vote ordered. The Board has ordered a representation vote in an application for certification made by the Syndicat des Employés et Techniciens de Radio et T.V. Saguenay Lac St-Jean (CSN) in respect of a unit of employees engaged in radio and television broadcasting by Radio Saguenay Limitée, Jonquière, Qué. The National Association of Broadcast Employees and Technicians, which is the certified bargaining agent, intervened to contest the application. The names of both unions appear on the ballot (Returning Officer: S. T. Payne) (LG, Feb., p. 89).

The Board has ordered a representation vote in an application for certification made by General Truck Drivers' Local 938, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America in respect of a unit of drivers employed by Kraus Transport Limited, Rexdale, Ont. A number of employees within the proposed unit intervened to contest the application (Returning Officer: M. K. Carson) (LG, May, p. 253).

Applications for certification lapsed. Cartage and Miscellaneous Employees Union, Local 931, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicant, and Western Crating & Moving Limited, Montreal, Qué., respondent (LG, Jan., p. 41).

Cartage and Miscellaneous Employees Union, Local 931, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicant, and A & F Baillargeon Express Inc., Montreal, Qué., respondent (LG, Jan., p. 41).

Canadian Pacific Police Association, applicant, and Canadian Pacific Limited, Montreal, Qué., respondent (police, Eastern Region) and E. G. Tollington, intervener, John Bury, intervener, A. E. Favreau, intervener and H. W. Foot, intervener (LG, Mar., p. 145).

Canadian Pacific Police Association, applicant, and Canadian Pacific Limited, Montreal, Qué., respondent (police, Atlantic Region) (LG, Mar., p. 145).

Applications for certification withdrawn. International Longshoremen's and Warehousemen's Union, Local 508, applicant, and Empire Stevedoring Co. Ltd., Nanaimo, B.C., applicant (LG, May, p. 253).

Amalgamated Meat Cutters and Butcher Workmen of North America, applicant, and N. Corbett Feeds Ltd., Mount Elgin, Ont., respondent, G. Hammond, et al., intervener (LG, June, p. 311).

Seafarers' International Union of Canada, applicant, and Harvie Forrest Industries Ltd., Port Coquitlam, B.C., respondent (LG, June, p. 311).

Applications for certification received. Amalgamated Transit Union, Local 0591, on behalf of a unit of bus operators and garage employees employed by the Outaouais Regional Community Transit Commission, Hull, Qué. (Investigating Officer: P. Rompré).

Canadian Pacific Police Association on behalf of a system-wide unit of policemen employed by Canadian Pacific Limited, Montreal, Qué. (Investigating Officer: J. J. de G. Loranger).

Canadian Pacific Police Association on behalf of a s
tem-wide unit of security guards employed by Ca
dian Pacific Limited, Montreal, Qué. (Investigating
ficer: J. J. de G. Loranger).

United Transportation Union on behalf of a unit
yardmasters employed by the National Harbo
Board, Montreal, Qué.

Canadian Brotherhood of Railway, Transport and G
eral Workers on behalf of a unit of drivers employed
Voyageur (1969) Inc., Montreal, Que., in the Abit
Region (Investigating Officer: J. J. de G. Loranger).

Transport Drivers, Warehousemen and Helpers Uni
Local 106, International Brotherhood of Teamst
Chauffeurs, Warehousemen and Helpers of Ameri
on behalf of a unit of drivers employed by Voyag
(1969) Inc., Montreal, Qué., in the Abitibi Region (
vestigating Officer: J. J. de G. Loranger).

Public Service Alliance of Canada on behalf of a uni
print shop employees of Central Mortgage and Hous
Corporation, Ottawa, Ont. (Investigating Officer: J.
Hoba).

Public Service Alliance of Canada on behalf of a unit
technicians employed by Atomic Energy of Can
Limited in its Commercial Products Division at So
March, Ont. and Tunney's Pasture, Ottawa, Ont. (
vestigating Officer: J. G. Hoba).

United Brotherhood of Carpenters and Joiners
America, Local 1325, on behalf of a unit of employ
of A. V. Carlson Construction Ltd., Edmonton, Al
working in the Northwest Territories (Investigating
ficer: R. F. Langford).

United Brotherhood of Carpenters and Joiners
America, Local 1325, on behalf of a unit of employ
of Bird Construction Co. Ltd., Edmonton, Alta., wo
ing in the Northwest Territories (Investigating Offic
R. F. Langford).

Public Service Alliance of Canada on behalf of a unit
employees of Great Lakes Pilotage Authority, Co
wall, Ont. (Investigating Officer: Miss P. Patterson).

Conciliation

uring April the Minister of Labour appointed conci-tion officers to deal with the following disputes:

obin Hood Multifoods Ltd., Montréal, Québec, nd le ndicat National des Employés de Robin Hood Multi-ods Ltd. (CSN) (Conciliation Officer: J. J. de Gaspé oranger).

apfe Leaf Mills Limited, Montréal, Québec, and le ndicat National de la Meunerie Maple Leaf Limitée SN) (Conciliation Officer: J. J. de Gaspé Loranger).

es Farines Phenix Ltée, Montréal, Québec, and le ndicat National des Employés des Minoteries Phenix SN) (Conciliation Officer: J. J. De Gaspé Loranger).

uébec North Shore and Labrador Railway Company, ept-Iles, Québec, and Brotherhood of Locomotive En-neers (Conciliation Officer: G. R. Doucet).

uébec North Shore and Labrador Railway Company, ept-Iles, Québec, and United Transportation Union Conciliation Officer: G. R. Doucet).

uébec North Shore and Labrador Railway Company, ept-Iles, Québec, and Brotherhood of Maintenance of ay (Conciliation Officer: G. R. Doucet).

uébec North Shore and Labrador Railway Company, ept-Iles, Québec, and International Association of Ma-hinists and Aerospace Workers (representing monthly ated employees) (Conciliation Officer: G. R. Doucet).

Québec North Shore and Labrador Railway Company, Sept-Iles, Québec, and International Association of Machinists and Aerospace Workers (representing hourly rated employees) (Conciliation Officer: G. R. Doucet).

Québec North Shore and Labrador Railway Company, Sept-Iles, Québec, and Brotherhood of Railroad Signalmen (Conciliation Officer: G. R. Doucet).

Crawley and McCracken Company Limited, Sept-Iles, Québec, and International Association of Machinists and Aerospace Workers (Conciliation Officer: G. R. Doucet).

Outfitters Incorporated Limited, Corner Brook, Nfld., and United Steelworkers of America (Conciliation Officer: W. J. Gillies).

Lakehead Harbour Commission, Thunder Bay, Ontario, and Lakehead Harbour Police Association (Conciliation Officer: A. E. Koppel).

Midland Superior Express Limited, Calgary, Alberta, and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Unions 362 and 979 (Conciliation Officer: A. A. Franklin).

British Columbia Television Broadcasting System Limited (CHAN-TV), Vancouver, B.C., and National Association of Broadcast Employees and Technicians (Conciliation Officer: D. H. Cameron).

Canadian Pacific Railway Company (S.S. "Princess of Acadia," Bay of Fundy Service) and Canadian Brotherhood of Railway, Transport and General Workers (Conciliation Officer: C. A. Ogden).

National Harbours Board, Port of Montréal, and the National Syndicate of Employees of the Port of Montréal (CNTU) representing general forces, grain elevator and cold storage employees (Conciliation Officer: S. T. Payne).

National Harbours Board, Montréal, Québec, and Seafarers' International Union of Canada (Conciliation Officer: Marcel Archambault).

Westcoast Transmission Company Limited, Vancouver, B.C., and Local 9-862, Oil, Chemical and Atomic Workers International Union, representing a unit of mechanics, operators and technicians employed at the company's Fort Nelson Gas Processing Plant (Conciliation Officer: George W. Rogers).

Active Cartage Limited, Rexdale, Ontario, and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Locals 938 and 879 (Conciliation Officer: M. K. Carson).

Boriski Brothers Limited, Scarborough, Ontario, and Warehousemen and Miscellaneous Drivers, Local 419 (Conciliation Officer: Kenneth Hulse).

Canadian Pacific Railway Company (British Columbia Coast Steamship Service), Vancouver, B.C., and Seafarers' International Union of Canada (Conciliation Officer: D. H. Cameron).

Northern Transportation Company Limited, Edmonton, Alberta, and Seafarers' International Union of Canada (Conciliation Officer: George W. Rogers).

Humphrey Construction Ltd. (employees in Yukon Territory) and Local 115, International Union of Operating Engineers (Conciliation Officer: R. F. Langford).

Yukon Builders Exchange and Contractors Association and Local 115, International Union of Operating Engineers (Conciliation Officer: R. F. Langford).

General Enterprises Ltd. (employees in the Yukon Territory) and Local 115, International Union of Operating Engineers (Conciliation Officer: R. F. Langford).

G. W. Ledingham Yukon Ltd. (employees in the Yukon Territory) and Local 115, International Union of Operating Engineers (Conciliation Officer: R. F. Langford).

Hudson-Yukon Mining Co. Limited (employees in the Yukon Territory) and Tunnel and Rock Workers' Local 168, Labourers International Union of North America (Conciliation Officer: R. F. Langford).

North American Elevators Ltd., Montréal, Québec, a the Syndicat National des Débardeurs de Sorel I (Conciliation Officer: M. Archambault).

Canadian National Newfoundland Steamship Servi and Canadian National Railway Company (Yarmou Bar Harbour Ferry Service) and Canadian Brotherho of Railway, Transport and General Workers (Concil tion Officer: C. A. Ogden).

TransAir Limited, Winnipeg International Airport, a Canadian Air Line Flight Attendants Association (Co ciliation Officer: A. E. Koppel).

Settlements by conciliation officers. Déménageme Ste-Foy/Moving Inc., and G. Gagné Transport Lt Ville Vanier, Québec, and le Syndicat nationale des e ployés de l'alimentation en gros de Québec Inc. (Con liation Officer: Marcel Archambault) (LG, June, 312).

Northland Shipping (1962) Ltd., and Northland Na gation Co. Ltd., Vancouver, B.C., and Canadian M chant Service Guild (Conciliation Officer: George Rogers) (LG, April, p. 197).

Northern Quebec Transport Inc., Rouyn, Québec, a General Truck Drivers Union, Local 938 (Conciliati Officer: T. B. McRae) (LG, June, p. 312).

Les Services Ménagers Roy Ltée, Montréal, Québe and le Syndicat Général du Cinéma et de la Télévisi (CNTU) (section employés des services Ménagers R Ltée) (Conciliation Officer: J. J. de Gaspé Lorange (LG, June, p. 312).

Grimshaw Trucking and Distributing Ltd., Edmonto Alberta, and General Teamsters, Local 362 (Concili tion Officer: George W. Rogers) (LG, June, p. 312).

McFalls Cartage Limited, London, Ontario, and Tean sters, Chauffeurs, Warehousemen and Helpers, Loc 141 (Conciliation Officer: Kenneth Hulse) (LG, June, 312).

Chapman Transport Limited, Kelowna, B.C., and Ger eral Truck Drivers and Helpers, Local 31 and Gener Teamsters Union, Local 181 (Conciliation Officer: D. H Cameron) (LG, June, p. 312).

drie and Company Limited, Toronto, Ontario, and adian Brotherhood of Railway, Transport and Gen- Workers (Conciliation Officer: Kenneth Hulse) , April, p. 197).

adian Arsenals Limited (Small Arms Division, g Branch), Toronto, Ontario, and Canadian Union Operating Engineers (Conciliation Officer: H. A. er) (LG, May, p. 250).

ciliation boards appointed. Poole Construction Lim- Edmonton, Alberta (employees employed in the thwest Territories) and the United Brotherhood of penters and Joiners of America, Local 1325 (LG, ch, p. 146).

adian Pacific Railway Company (S.S. "Princess of dia," Bay of Fundy Service) and Seafarers' Interna- al Union of Canada (LG, May, p. 250).

ific Western Airlines Limited, Vancouver Interna- al Airport, and Canadian Air Line Employees' As- ation (LG, May, p. 250).

tional Harbours Board, Port Colborne, Ontario, and ited Steelworkers of America (LG, May, p. 251).

tor Transport Industrial Relations Bureau of Qué- (Inc.) representing certain member trucking com- ies in Québec falling within federal jurisdiction, and nsport Drivers, Warehousemen and Helpers Union, al 106 (LG, June, p. 313).

nciliation boards fully constituted. The Board of Con- ation and Investigation established to deal with a pute between Soo-Security Motorways Ltd., Winni- , Manitoba, and Teamsters Locals 979, 990, 395 and (LG, June, p. 313) was fully constituted with the ap- ntment of Roy A. Gallagher, Q.C., of Winnipeg as irman. Mr. Gallagher was appointed by the Minister the absence of a joint recommendation from the er two members of the Board, company nominee tor Murray Stechishin, and union nominee Art ulter, both of Winnipeg.

e Board of Conciliation and Investigation established deal with a dispute between United Grain Growers nited; Saskatchewan Wheat Pool; Alberta Wheat ol; Burrard Terminals Limited; Pacific Elevators nited, Vancouver, B.C., and Grain Grower Workers Local 333, International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America (LG, June, p. 313) was fully constituted with the appointment of Thomas C. O'Connor of Toronto as chairman. Mr. O'Connor was appointed by the Minister on the joint recommendation of the other two members of the Board, employers' nominee R. A. Mahoney, and union nominee E. P. O'Neal, both of Vancouver.

The Board of Conciliation and Investigation established to deal with a dispute between Canadian Transit Company, Windsor, Ontario, and Teamsters, Chauffeurs, Warehousemen and Helpers, Local 880 (LG, May, p. 251) was fully constituted with the appointment of Thomas C. O'Connor of Toronto as chairman. Mr. O'Connor was appointed by the Minister on the joint recommendation of the other two members of the Board, company nominee Hugh B. Geddes, Q.C., Windsor, and union nominee Henry Kobryn, Don Mills, Ontario.

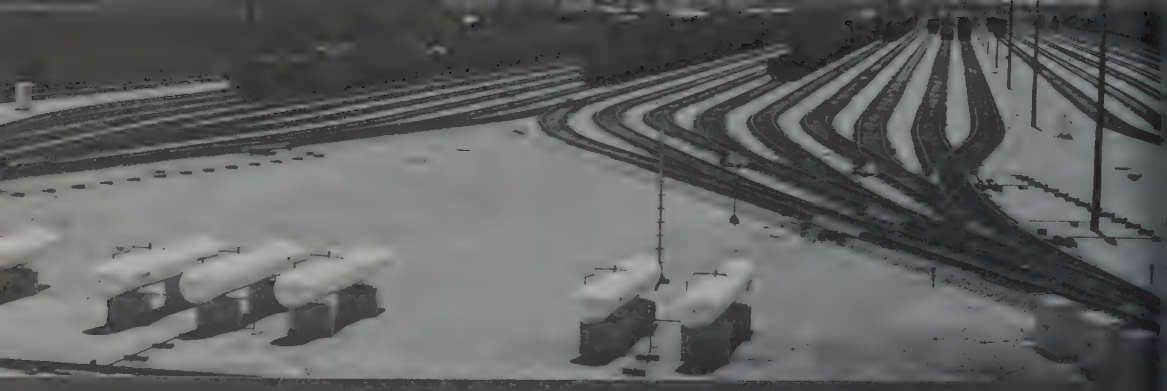
Settlement reached in post-conciliation board negotiations. Millar and Brown Ltd., Cranbrook, B.C.; Canadian Freightways Limited, Calgary, Alberta, and Loiselle Transport Ltd., Vancouver, B.C., and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Locals 31, 362, 181, 395 and 979 (settlement reached with mediation assistance of D. H. Cameron) (LG, June, p. 313). (Full text appears in Supplement No. 2, 1972).

Settlement reached by conciliation board. Maritime Employers' Association (The Shipping Federation of Canada, Inc.) and Locals 375, 1846 and 1739, International Longshoremen's Association (settlement reached with mediation assistance of C. E. Poirier) (LG, May, p. 250).

Disputes in which Conciliation Board not appointed. Northland Navigation Co. Ltd., Vancouver B.C., and Seafarers' International Union of Canada (LG, April, p. 197).

Northland Shipping (1962) Co. Ltd., Vancouver, B.C., and Canadian Brotherhood of Railway, Transport and General Workers (LG, May, p. 250).

Chapman Transport Limited, Kelowna, B.C., and General Truck Drivers and Helpers, Local 31 and General Teamsters Union, Local 181 (see above).



Railway arbitration

Six cases were dealt with by the Canadian Railway Office of Arbitration in Montreal on March 14. One case was a supplementary award. In the others, four grievances were dismissed and one was allowed.

Supplementary to Case No. 286. Dispute between CN and the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees over a claim by the union that the abolition of two highway driver positions violated an article of the Job Security Agreement (LG, Sept. 1971, p. 635).

The arbitrator had allowed the grievance, saying that the company should have given proper notice to two drivers whose jobs were abolished. Their jobs were eliminated before the expiry of the proper notice period and therefore the company should have compensated them. But, as the arbitrator said, "in this case the only question is overtime earnings, and it is clear that, even had the company retained the employees in their jobs throughout the period in question (as it ought to have done) they would not have made any overtime earnings, since the operations in question had ceased to be carried on." The arbitrator said that the workers should be compensated for loss of regular earnings but that they did not lose any overtime work.

Case No. 340. Dispute between CP Rail and the Unit Transportation Union over claims by a conductor f mileage lost while he was a witness in a court.

The conductor was in charge of a train that was i volved in an accident with a car. The court subpoena him to appear as a witness in connection with charg laid against the car driver who left the scene of the ac dent, and was driving while his permit was suspende The conductor submitted claims for 160 miles for ea of the two days he was attending court. The compa declined payment.

The arbitrator found that the matter before the cou was not one in which the company was directly i volved. The conductor was not called as a witness by t company on this occasion nor was he kept from work

any business or on order of the company. The col-
e agreement, said the arbitrator, does not cover the
nstances in this case. He dismissed the grievance.

No. 341. Dispute between the Ontario Northland
sportation Commission and the United Trans-
tion Union over discipline assessed to a bus driver.

s driver was assessed 30 demerit marks, with time
of service counting as suspension, as a result of an
lent in which he was involved. The bus he was driv-
n a December night went into a skid, left the road,
e through a guardrail and plunged down an em-
ment. No other vehicles were involved, and the bus
mechanically fit.

use the road was "greasy and slippery," the bus op-
r was driving at a lower than usual speed and took
n to correct the skid. The action was not enough to
ent an accident. The company said that the driver
negligent in the operation of the vehicle. The arbi-
r said, however, that "it was only an error of judg-
t, and not an example of the sort of carelessness or
tention to duty that would subject an employee in
position to discipline." The grievance was allowed
the arbitrator asked that the demerit marks be re-
ed and that he be compensated for time out of
/.

e No. 342. Dispute between the Québec North
re and Labrador Railway and the United Trans-
tation Union over the calculation of vacation pay.

ew clerk worked on a shift that carries a 10-cent an
r premium and his normal week was from Sunday
Thursday. His annual vacation was paid at the reg-
r or basic rate excluding the premium. The union
med that, for the calculation of vacation pay, the
ular rate consists of basic rate, shift premiums, plus
mium rate for work scheduled on Sunday. The com-
y said that vacation pay should be calculated on the
ular rate only.

e agreement says: "Employees on vacation shall re-
ve pay equal to the regular pay they would have re-
ved had they been working." The arbitrator said that
the "regular pay" that "an employee is to receive as
ation pay, and in my view this does not include pre-
um payments made by way of special compensation
work performed at certain times." He dismissed the
evance.

Case No. 343. Dispute between the Québec North Shore and Labrador Railway and the United Transportation Union over the calculation of statutory holiday pay.

The three grievors worked on a statutory holiday and were paid 8 hours at the regular rate less shift premiums, plus 8 hours overtime at time and a half, shift premiums included. The union contended that shift premiums should be paid on the job to which a worker is assigned, but the company maintain that a regular day's pay is the regular or basic rate.

The agreement says that holiday pay is to be paid to every employee. The grievors were entitled to holiday pay but they worked on the holiday and therefore were entitled to, in addition to their holiday pay, time and a half. The issue was not the payment of hours worked, which was correctly made, but the holiday pay itself. An article in the agreement provides for payment of "a holiday pay equal to the regular day's pay of the job to which he is assigned." The arbitrator said that a regular day's pay "is the pay appropriate to that employee in the schedule of wages for his classification. The shift premium is payable 'for hours worked,' and as such is applicable to the payment (at time and a half) for the actual time spent by him on the job. The shift premium is in addition to the regular rate, and is not to be added to the holiday pay as such." He said that the men were correctly paid and dismissed the grievance.

Case No. 344. An ex parte dispute between CN and the United Transportation Union over the size of crews.

The union and the company were unable to agree on the reduction of a crew to one conductor and one brakeman on locomotive-powered trains. The arbitrator said that many features of these special commuter trains such as the centralized control of doors, all go to minimize the need for crew. He said that adequate safety could be maintained with the reduced crew and he allowed the company to proceed.

Decisions of the umpire

CUB 3130. The claimant filed an application for benefit on July 19, 1971, indicating that she worked as a medical secretary for a doctor for almost six years. She added that she stopped working because of illness and the date of her return to work had not yet been determined. She stated moreover that "she did or would receive" vacation pay amounting to $257.50, and that her vacation period was from June 14 to June 30, 1971. According to a certificate signed by the doctor, the claimant was hospitalized and surgery was performed, but he did not know the precise date on which she would be capable of work. Her employer, the doctor, completed also a questionnaire on July 21, in which he reported that it was not known when the claimant would be returning to work.

The insurance officer notified the claimant on July 30 that she was disqualified from receiving benefit from July 19, because she was incapable of work because of "illness, injury or quarantine" on June 26, 1971. The claimant appealed to the board of referees. The claimant argued that, while she ceased to work temporarily for medical reasons, she received her usual remuneration until the end of June and was therefore employed. The board explained that the new Act denied benefit to any insured person who was on June 26, 1971, incapable of work because of illness, injury or quarantine, and the reason why she was denied benefit was not because she was still on pay but because she was incapable of work on June 26.

The claimant informed the board that she returned to her employment on August 16, part time, and on August 31, full time. The board concluded that the claimant, because of illness, had not proven that she was capable of work within the meaning of the Act, on June 26, 1971, and unanimously decided to reject the appeal.

On September 14, the claimant requested permission t appeal to the Umpire. In her grounds for appeal, claimant stated that she was requesting benefits fr July 1 to August 30, 1971, as she was on sick leave a without pay for that period of time. In addition, claimant pointed out that, according to the new Act, was incapable of working on June 26 but she felt that all intents and purposes she was still employed by doctor at that time as her full salary was paid to her u til July 1, 1971. The chairman of the board of refere granted the claimant's request because "no jurisp dence had been established for this situation under t new Act."

Later, the Commission's Chief, Entitlement Determin tion made a report on the case. And in a letter to t Umpire on December 21, the claimant reported the f lowing: "Although I was not at the office, I did act in advisory capacity during the last week of June 1971. M replacement, who is employed as the nurse in our off and is not completely versed in all the aspects of my j as a secretary found it necessary to bring work to me home. During that time I helped make out the end-the-month cheques, assisted with the payroll and dedu tions, and did a trial balance of profit and loss to det mine the bank balance for payment of the income t instalment for June 30. I helped also with the billi procedures for complicated medical claims and sign cheques for deposit, for which I have the Power of A torney. I did not mention this before because I felt th being on full pay and allowances for the month of Jun it was not necessary to show that I had done work the office during the last week of June.

The Umpire stated: "In my view this latest letter do not establish that the claimant was available and c pable for normal work on June 26, 1971, for it is reaso able on all the evidence to conclude that the claima having undergone surgery on June 17 and having turned to only part-time work on August 16, was not c pable of work on June 26, 1971."

The 1971 Act provides as follows: Where any insur person was on the 26th day of June 1971 incapable work by reason of illness, injury or quarantine, he is n entitled to receive benefit for the duration of that ness, injury or quarantine. Having heard the claima in person, said the Umpire, the board of referees fou this section of the Act applied to the claimant, as s was on June 26, 1971 a person who was incapable work because of illness. It appears to me that t board's decision was proper in the circumstances. dismissed the appeal.

ublications in the library

No. 280

publications listed below are recent acquisitions. y may be borrowed through a local library (busi-, university, public, etc.) or directly if there is no lo-ibrary. Please indicate the publication numeral and month listed, when requesting loans.

tomation—labour aspects

1—Hunter, Laurence Colvin. Labour problems of hnological change, by L. C. Hunter, G. L. Reid and Boddy. London, Allen & Unwin, 1970. 363 p.

ain drain

. 2—Education and World Affairs. Committee on the ernational Migration of Talent. The international mi-tion of high-level manpower: its impact on the de-opment process. Foreword by William W. Marvel. roduction by Charles V. Kidd. New York, Praeger, 970. xxxvi, 738 p.

vil service

. 3—Brown, R. G. S. The administrative process in itain. London, Methuen, 1970. xiv, 349 p.

College graduates

No. 4—U.S. Bureau of Labor Statistics. College educated workers, 1968-80; a study of supply and demand. Washington, G.P.O., 1970. 25 p.

Corporations

No. 5—Chamberlain, Neil W., comp. Business and the cities; a book of relevant readings. New York, Basic Books, 1970. xiv, 521 p.

No. 6—Sethi, S. Prakash. Business corporations and the black man; an analysis of social conflict: the Kodak-FIGHT controversy. With a foreword by James Farmer, and an introd. by Dow Votaw. Scranton, Pa., Chandler Pub. Co., 1970. xviii, 184 p.

No. 7—Turner, Louis. Invisible empires; multinational companies and the modern world. London, Hamish Hamilton, c1970. 228 p.

Disadvantaged

No. 8—Ferman, Louis Abbott. Disadvantaged youth: problems of job placement, job creation, and job development. Ann Arbor, Institute of Labor and Industrial Relations, University of Michigan-Wayne State University, 1967. 64 p.

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ɔal Items	Date	Amount	Percentage Change from Previous Month	Percentage Change from Previous Year
		(in thousands)		
L CIVILIAN LABOUR FORCE*				
Week ended March 18, 1972		8,658	+ 1-2	+ 3.9
mployed	March	8,016	+ 1.1	+ 4.3
Agriculture	"	408	+ 2.3	— 6.4
Non-agriculture	"	7,607	+ 1.0	+ 4.9
Paid workers	"	7,054	+ 1.1	+ 5.5
At work 35 hours or more	"	6,369	+ 1.1	+ 4.0
At work less than 35 hours	"	1,334	+ 2.7	+ 3.2
Employed but not at work	"	312	— 4.3	+ 16.9
nemployed	"	642	+ 2.4	— 1.2
Atlantic	"	80	+ 11.1	+ 14.3
Québec	"	220	— 1.3	— 6.8
Ontario	"	186	+ 0.5	— 3.1
Prairie	"	74	— 3.1	— 6.3
British Columbia	"	82	+ 17.1	+ 12.3
Vithout work and seeking work	"	602	+ 3.4	— 1.8
)n temporary layoff up to 30 days	"	41	— 8.9	+ 10.8
JSTRIAL EMPLOYMENT (1961 = 100)†	January	124.6	— 0.1	+ 1.3
Manufacturing employment (1961 = 100)†	"	119.4	— 2.4	+ 0.3
IGRATION	Year 1971	121,900		— 17.5
)estined to the labour force	"	61,282		— 21.2
KES AND LOCKOUTS				
trikes and lockouts	March	84	9.1	+ 10.5
Jo. of workers involved	"	230,702	+752.2	+399.5
)uration in man days	"	351,870	+ 43.1	+ 65.7
NINGS AND INCOME				
Average weekly wages and salaries (ind. comp.)†	January	143.81	— 0.8	+ 9.9
Average hourly earnings (mfg.)†	"	3.42	— 0.3	+ 7.2
Average weekly hours paid†	"	39.8	+ 0.5	+ 2.3
Consumer price index (1961 = 100)	April	138.2	+ 0.6	+ 4.5
ndex numbers of weekly wages in 1961 dollars (1961 = 100)‡	January	133.4	+ 2.7	+ 4.5
Total labour income (millions of dollars)†	December	4,398.4	— 1.8	+ 10.8
JSTRIAL PRODUCTION†				
Total (average 1961 = 100)	March	184.3	—	+ 4.7
Manufacturing	"	179.0	— 0.1	+ 3.8
Durables	"	203.9	— 0.4	+ 3.9
Non-durables	"	159.3	— 0.3	+ 3.7
RESIDENTIAL CONSTRUCTION**				
Starts	March	13,568	+ 26.0	+ 47.4
Completions	"	11,800	— 27.1	+ 6.0
Under construction	"	142,405	+ 1.5	+ 20.7

nates of the labour force, the employed and the unemployed, are from The Labour Force, a monthly publication of Statistics Canada, which, ition, contains the characteristics of the labour force, together with definitions and explanatory notes.
nce data.
ninary.
tres of 10,000 population or more.

Strikes and Lockouts

Statistical information on work stoppages in Canada is compiled by the Economics and Research Branch of the Canada Department Labour on the basis of reports from the Canada Manpower Division, Department of Manpower and Immigration. The first three tables this section cover strikes and lockouts that amount to ten or more man-days. The number of workers involved includes all workers ported on strike or lockout out, whether or not they all belonged to the union directly involved in the disputes leading to the work st pages. Workers indirectly affected, such as those laid off as a result of a work stoppage, are not included.

Strikes and Lockouts, 1967-1971

Month or Year	Strikes and Lockouts Beginning During Month or Year	Strikes and Lockouts in Existence During Month or Y		Duration in Man-D	
		Strikes and Lockout	Workers Involved	Man-Days	Per Cent Estima Work Ti
1967	498	522	252,018	3,974,760	0
1968	559	582	223,562	5,032,730	0
1969	566	595	306,799	7,751,880	0
1970	503	542	261,706	6,539,560	0
*1971	539	561	236,864	2,910,580	0
*1971—March	38	76	46,182	212,390	0
April	59	99	24,641	160,390	0
May	39	90	13,113	116,470	0
June	81	130	47,209	289,960	0
July	46	112	35,175	329,530	0
August	62	124	31,144	389,320	0
September	40	117	30,432	319,110	0
October	38	100	36,908	318,160	0
November	46	93	20,458	232,690	0
December	26	81	14,236	156,320	0
*1972—January	32	75	16,399	137,370	0
February	31	77	27,071	245,930	0
March	35	84	230,702	351,870	0

* Preliminary.

Strikes and Lockouts, March, 1972, by Industry, (Preliminary)

Industry	In Effect During Month			
	Number Beginning During Month	Strikes and Lockouts	Workers Involved	Man-Days
Forestry	1	2	359	900
Mines	1	3	1,390	13,990
Manufacturing	15	45	5,419	74,870
Construction	6	9	7,062	18,000
Transportation and utilities	5	8	2,761	15,800
Trade	1	6	134	1,800
Finance	—	1	7	150
Service	2	5	778	7,650
Public administration	*4	5	212,710	218,710
All industries	35	84	230,702	351,870

*The one-day general strike by about 210,000 Quebec Government employees is included under Public Administration although hospital employees, teachers, civil servants, hydro employees, and liquor board workers were involved.

Strikes and Lockouts, March, 1972, by Jurisdiction (Preliminary)

Jurisdiction	In Effect During Mo			
	Number Beginning During Month	Strikes and Lockouts	Workers Involved	M D
Newfoundland	4	7	1,636	14,9
Prince Edward Island	—	—	—	
Nova Scotia	4	4	450	4,
New Brunswick	—	3	198	
Québec	8	22	214,963	244,(
Ontario	11	29	4,754	63,5
Manitoba	—	1	34	
Saskatchewan	3	3	293	1,(
Alberta	—	1	142	3,1
British Columbia	3	11	5,802	9,(
Federal	2	3	2,430	10,5
All jurisdictions	35	84	230,702	351,8

es and Lockouts Involving 100 or More Workers, March 1972, (Preliminary)

ry yer on	Union	Duration in Man-Days Date Workers Involved	 March	Starting Accu-mulated	Termination Date	Major Issues Result
try						
lacMillan-Bloedel Ltd., ranklin River, B.C.	Woodworkers Loc. 1-85 (AFL-CIO/CLC)	350	700	700	Mar. 17 Mar. 21	Alleged dispute over suspension of one worker—Return of workers under previous agreement pending arbitration board.
s						
AL						
ampbell Chibougamau lines Limited, hibougamau, Qué.	Steelworkers Loc. 5186 (AFL-CIO/CLC)	614	6,140	37,450	Dec. 18 Mar. 15	Wages, other fringe benefits—20¢ an hr. increase Mar. 14, 1972, 20¢ Dec. 1, 1972, 25¢ Dec. 1, 1973; retroactive pay $100, other benefits.
Vabush Mines Ltd., Vabush, Nfld.	Steelworkers (ALF-CIO/CLC) Loc. 6285	625	4,380	4,380	Mar. 22 —	Protesting suspension of some maintenance workers—
RRIES						
Carrières Montréal Est, 1965) Ltée, Montréal Est, Qué.	International Operating Engineers Loc. 791-B (AFL-CIO/CLC)	151	3,470	4,530	Feb. 21 —	Wages, hours, fringe benefits—
ufacturing						
D AND BEVERAGES						
Burgeo Fish Industries Ltd., Burgeo, Nfld.	Food Workers (AFL-CIO/CLC)	160	3,520	33,760	June 4 —	Union recognition—
Atlantic Fish Processors Ltd., Marystown, Nfld.	Food Workers Loc. 1245 (AFL-CIO/CLC)	310	5,580	22,320	Dec. 27 Mar. 22	Wages—31¢ an hr. increase Apr. 1, 1972, 5¢ Jan. 1, 1973, 5¢ July 1, 1973; reduction in hours.
York Farms, Division of Canada Packers Ltd., Brantford, Ont.	Food Workers Loc. P469 (AFL-CIO/CLC)	202	4,440	6,260	Feb. 17 —	Working conditions, fringe benefits, wages—
H. B. Nickerson & Sons Ltd., North Sydney, N.S.	Seafood Workers Loc. 112 (CLC)	133	670	670	Mar. 10 Mar. 16	Disagreement over change of pay period—Workers returned after agreeing to try the new pay period.
THER						
Robson-Lang Leathers, Oshawa, Ont.	Food Workers Loc. 205-L (AFL-CIO/CLC)	190	1,050	1,050	Mar. 22 30	Wages, other benefits—Not reported.
ER						
Canadian Johns-Manville Co. Ltd., North Bay, Ont.	Pulp and Paper Mill Workers Loc. 870 (AFL-CIO/CLC)	198	3,560	3,760	Feb. 29 Mar. 25	Wages, hours—Not reported.

Strikes and Lockouts Involving 100 or More Workers, March 1972, (Preliminary) (Cont.)

Industry Employer Location	Union	Duration in Man-Days Workers Involved	March	Starting Date Accumulated	Termination Date	Major Issues Result
PRINTING AND PUBLISHING						
Council of Printing Industries of Canada, Toronto, Ont.	Lithographers and Photoengravers Loc. 35P (AFL-CIO/CLC)	180	3,960	6,120	Feb. 14 —	Not reported—
PRIMARY METALS						
Canada Metal Co., Toronto, Ont.	Chemical Workers Loc. 453 (AFL-CIO/CLC)	158	2,210	2,210	Mar. 13 —	Not reported—
METAL FABRICATING						
Welland Forge Limited, Welland, Ont.	U.E. Loc. 523 (Ind.)	115	350	8,180	Nov. 25 Mar. 6	Wording of contract—10¢ an h increase now, 5¢ Oct. 1, 1972, 1 in 1973, 10¢ in 1974; oth improvements.
Toronto Iron Works Ltd., Toronto, Ont.	Steelworkers Loc. 2820 (AFL-CIO/CLC)	160	3,040	3,040	Mar. 5 —	Not reported—
Macotta Company of Canada Ltd., Rexdale, Ont.	Steelworkers Loc. 5165 (AFL-CIO/CLC)	127	1,520	1,520	Mar. 15 —	Not reported—
MACHINERY						
Wean-McKay of Canada Ltd., Galt, Ont.	Auto Workers Loc. 1566 (CLC)	105	2,310	2,520	Feb. 26 —	Wages, job classifications—
TRANSPORTATION EQUIPMENT						
De Havilland Aircraft of Canada Ltd., Downsview, Ont.	Auto Workers Loc. 112 (CLC)	911	20,040	46,460	Jan. 20 —	Wages, other matters—
Flextrac Nodwell, Calgary, Alta.	Structural Iron Workers Loc. 805 (AFL-CIO/CLC)	142	3,120	3,400	Feb. 26 —	Wages, working conditions—
Lanark Manufacturing Company, Dunnville, Ont.	Auto Workers Loc. 1383 (CLC)	700	1,050	1,050	Mar. 16 Mar. 19	Refusal by company to pay si benefits, pregnancy leave Return of workers when benef payments were returned.
Gidon Industries Ltd., Rexdale, Ont.	Steelworkers Loc. 5482 (AFL-CIO/CLC)	232	930	930	Mar. 27 —	Not reported—
ELECTRICAL PRODUCTS						
Canadian General Electric, Peterborough, Barrie and Trenton, Ont.	U.E. various locals (Ind.)	190	760	5,100	Feb. 21 Mar. 7	Wages, other benefits—Startii rate raised to $3.03.8 an h for males, $2.54.3 for femal a further 18¢ an hr. the secor year; 5 weeks vacation after years, other improved benefits.
Construction						
Toronto Construction Association, Toronto, Ont.	Structural Iron Workers Loc. 721 (AFL-CIO/CLC)	400	7,600	22,480	Jan. 7 Mar. 28	Wages—$2.20 an hr. increase wages and benefits over 2 month contract.

es and Lockouts Involving 100 or More Workers, March 1972, (Preliminary) (Cont.)

try / oyer / ion	Union	Duration in Man-Days: Workers Involved	Duration in Man-Days: March	Duration in Man-Days: Accumulated	Starting Date / Termination Date	Major Issues / Result
Canadian Asbestos Covering Joint Ventures, Douglas Point, Ont.	Asbestos Workers Loc. 95 (AFL-CIO/CLC)	282	850	850	Mar. 14 Mar. 27	Dismissal of one employee—Replacement of workers, strike declared illegal.
Atlas Construction, McAskills Brook area, Cape Breton County, N.S.	Unorganized	100	700	700	Mar. 16 Mar. 24	Wages—Return of workers when court injunction issued.
Various Plumbers' Contractors, Province wide, British Columbia.	Plumbers Loc. 170 (AFL-CIO/CLC)	5,300	5,300	5,300	Mar. 17 Mar. 20	Protesting Bill 88—Return of workers on instruction of union.
Iron Ore Co. of Canada Ltd., Sept Iles, Qué.	Various construction unions (CLC)	650	650	650	Mar. 22 Mar. 23	Jurisdictional dispute between Q.F.L. and C.N.T.U.—Return of workers.
McAlpine (Newfoundland) Ltd., Stephenville, Nfld.	Plumbers Loc. 704 (AFL-CIO/CLC)	200	600	600	Mar. 29 —	Protesting poor quality of food and lodgings—
nsportation and ities						
NSPORTATION						
Halifax Transit Corp., Halifax, N.S.	Transit Union Loc. 508 (AFL-CIO/CLC)	194	2,720	2,720	Mar. 13 —	Wages—
Voyageur (1969) Inc., Montreal, Qué.	Teamsters Loc. 106 (Ind.)	300	2,140	2,140	Mar. 22 —	Wages, hours, fringe benefits—
MMUNICATION						
Canadian Broadcasting Corporation (Rotating) Various locations, Canada-wide.	Broadcast Employees (NABET) Various locs. (AFL-CIO/CLC)	2,110	8,000	18,600	Jan. 21 —	and dieticians. security, other improvements—
vice						
UCATION						
Saskatchewan School Trustees Assoc. (Rotating) Various Centres (Area 4), Sask.	Saskatchewan Teachers Federation	225	330	330	Mar. 14 Mar. 24	Wages—Return of teachers when court injunction was issued.
ALTH AND WELFARE						
Various Province of Québec hospitals, Various locations, Québec.	Association des Hôpitaux du Québec	450	5,850	20,700	Jan. 14 Mar. 20	Wages—Return of physiotherapists, occupational therapists and dieticians.

Strikes and Lockouts Involving 100 or More Workers, March 1972, (Preliminary) (Cont.)

Industry / Employer / Location	Union	Duration in Man-Days: Workers Involved	Duration in Man-Days: March	Duration in Man-Days: Accumulated	Termination Date	Major Issues / Result
Public Administration						
PROVINCIAL ADMINISTRATION						
Government of Quebec, Province-wide, Quebec.	Provincial Peace Officers Association (Ind.)	2,300	6,900	46,000	Feb. 6 Mar. 4	Wages—Return of peace offic further negotiations.
Government of Québec, Province-wide, Qué.	Various unions (CNTU, QTC, QFL)	210,000	210,000	210,000	Mar. 28 Mar. 29	Salaries, job security, oth improvements—Return of wo ers at end of the 24-hr. period.
LOCAL ADMINISTRATION						
City of St. John's, St. John's, Nfld.	Public Employees Loc. 569 (CLC)	300	150	150	Mar. 16 Mar. 17	Not reported—Return of work when court injunction issued.
Ville de Longueuil, Longueuil, Qué.	Public Employees (CLC)	142	1,560	1,560	Mar. 16 —	Wages, job security—

*Federal jurisdiction.

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ial Relations Research in Canada (annual). An inventory of ial relations research undertaken by the Department, other ment departments, academic institutions and private individuals. Cat. No. L2-29/1970.

omics and Research Branch

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Bibliography, Occupational Safety and Health. Lists some 500 selected holdings of Technical Library, Accident Prevention Division, 1971. Free.

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The appalling misconceptions of the labour movement inculcated in Canadians through their schooling are perpetuated through the distorted coverage of labour by the news media. See: Ten Labour Myths: What Realities are Hidden by Our Ignorance, by Ed Finn, p. 328.